

## AutoStoneDirect Warranty

(materials only)

version 2015-10

AutoStone, through our manufacturing partner extends this (materials only) warranty to buyers of our tile products for your project. This is the sole warranty offered by AutoStone Floor Systems. No other warranty applies. AutoStone warrants that it has provided you first choice ceramic tile and it is manufactured according to ANSI A137.1-1988 and will either meet or exceeds these requirements.

If a tile is proven to contain a manufacturing defect, AutoStone will submit your warranty claim to our manufacturing partner. The manufacturer will review the validity of your claim and will determine at their discretion their process to remedy your claim. Remedy may come in the form of replacement material, financial reimbursement or compensation as they determine. AutoStone will work hard for your claim, but we do not warrant or guarantee any result(s).

### Exclusions

- Labor charges are expressly excluded from warranty coverage.
- Freight charges are expressly excluded from warranty coverage.
- Cleaning claims are expressly excluded from warranty coverage.
- Materials claims are expressly made invalid if tile is installed or in any way modified.
- AutoStone does not warrant any performance characteristics related to slip-and-fall accidents. *No tile is slip-proof.* There are many factors that impact suitability for tile in a specific application, such as: building design, protection from inclement weather, dealership management practices, dealership cleaning practices and others. Buyer and installer beware and understand the ANSI A137.1 slip-and-fall standard and how it applies to you and your project.
- AutoStone makes no warranty as to the suitability of its tile for a particular installation.
- AutoStone does not warrant that its glazed ceramic or porcelain tile will not scratch, chip or show signs of wear.
- AutoStone makes does not extend any performance characteristics of tile.
- AutoStone makes no warranty for product performance or use if cut, re-sized or modified for your application.
- AutoStone makes no warranty related to dye-lot, calibration, rectification, moisture absorption, bowing, cupping, sheen or other characteristics that maybe an inherent result of the manufacturing process.
- Any traveling and related costs related to management of issues related to warranty claim.
- No labor or manpower costs related to addressing, identifying, remedying or in any way related to any cost other than for the material in question.
- Chargebacks in any manner from tile subcontractor, general contractor or property owner are not covered under warranty.

No claims will be accepted for tile already installed or for defects in other than first choice material. **ANY MATERIAL ALTERED IN ANY STATE, INCLUDING INSTALLATION WILL NOT BE CONSIDERED FOR WARRANTY.**

AutoStone specifically excludes liability for consequential or incidental damages, except where exclusion of consequential damage is not permitted by state law. This limited warranty shall constitute the full extent of AutoStone's liability and is in place of all other warranties, express or implied, including the implied warranty of merchantability and

the implied warranty of fitness for a particular purpose. This warranty is transferred fully to our manufacturing partner and AutoStone is only acting as their agent to assist you with the assignment of your warranty claim.

## Warranty submittal process

AutoStone must be notified of any claims or defects as soon as reasonably possible, but in any case, not later than 30-days after the goods have been delivered by AutoStone to you. This notification must be in writing or sent by certified mail or email to: [warranty@autostoneusa.com](mailto:warranty@autostoneusa.com). If you do not receive a reply confirming receipt of your email, you are to call us at: 214-393-4875 to see if your email was caught in SPAM filter or the like.

Digital pictures must be submitted with your claim. Images must be sufficient to show the item or claim in question. All images sent must be in-focus and in large format file size to allow the review process. Do not compress files or alter them in anyway as this may slow down your submittal. Pictures must be sent in sufficient quantities to completely identify the entirety and scope of claim. Samples may also be requested be sent to our offices. Shipping costs for submittal of such samples will be at your expense

Customer must send written notice to AutoStone Floor Systems to pursue a warranty claim. To be valid, all warranty claims of broken or cracked tiles must be reported in writing to AutoStone Floor Systems within the initial thirty (30) days of the actual occurrence - or upon actual notice of such problem. Email correspondence is considered sufficient written communication.

### Your requirement to self-identify warranty concern

This warranty does not extend coverage to include a site visit to diagnose your warranty claim. This warranty is dependent upon your cooperation and assistance to identify and communicate as necessary the nature and scope of your warranty submittal. See warranty submittal document for instructions on filing a valid warranty claim.

### Right to change warranty agreement

AutoStone Floor Systems reserves the right to change or modify our warranty without warning at any time, as it relates to future. This warranty (as written) will be supported based on the signed agreement by both parties. Please contact your AutoStone Floor Systems representative to confirm that you have the latest and correct warranty for AutoStone Floor System.

### Collaborative dispute resolution process

AutoStone retains the sole right to determine if any issue is a warranty item based on the facts and information provided. However, should any disagreements arise, both parties agree to negotiate a resolution agreeable to both sides. If both sides are unable to negotiate a mutually beneficial resolution, both parties agree to seek mediation as a next step. If mediation fails to resolve the disagreement; both parties agree to seek binding arbitration. At all times both parties agreed to seek a collaborative dispute resolution process to resolve any and all disagreements. AutoStone Floor Systems will be the party responsible for determining the mediator and/or arbitrator if necessary.