

Warranty

version 2016-09

AutoStone warranty covers

The AutoStone 1-year warranty applies only to AutoStone branded tile AND installed by an AutoStone affiliated entity. Below are examples of a qualifying 1-year warranty:

1. AutoStone branded tile such as:
 - a. Enviroshop.
 - b. *driveseries!*
 - c. AutoStone listed as the materials provider on brand DID.
 - d. VE (value engineered) alternate submitted by AutoStone that is approved for use on your project.
2. Tiles that this warranty **DOES NOT** cover:
 - a. Any tile installed by AutoStone Floor Systems that is not an AutoStone branded tile.
 - b. Any AutoStone branded tile installed by a 3rd party installation company.

Any installation not covered under our 1-year warranty and installed by AutoStone will carry an industry standard a 1-year warranty related to defects in workmanship and labor. Any materials warranty on a non-AutoStone installed tile would be related that specific tile manufacturer's warranty and is not supported or warranted by AutoStone. Any claims that arise related to non-AutoStone branded tile are filed, addressed, submitted and managed by you directly with said manufacturer.

3rd party installation not covered

This warranty applies only to installation services contracted and performed by AutoStone Floor Systems. Installation services performed or contracted by other companies (3rd party contractors) are not warranted by AutoStone in any manner.

Note: any work, punch-list and/or repairs performed on an AutoStone Floor tile by a 3rd party company will invalidate your AutoStone warranty, materials warranty or performance warranty or any warranty of any kind.

1-year warranty provision

AutoStone warrants to the original purchaser whose floor meets the criteria for the AutoStone extended warranty that their floor will be free of cracked or broken tiles due to insufficient thinset coverage, which causes tile to be cracked or broken tile for a period of 1-year from date of substantial completion. This warranty is related only to the labor aspect of our warranty. Chipped, tented or hollow tiles are not covered under this warranty.

Tiles that tent, chip, crack or break around the lifts, drains, expansion joints, ramps or transitions due to conditions associated with the substrate movement (expansion/shrinkage) or any similar condition are not covered under this warranty.

No other warranty related to our 1-year warranty exists, is implied or otherwise exists. This is your sole and exclusive remedy and warranty and all other WARRANTIES implied or otherwise are specifically rejected.

Warranty limitations and exclusions

This warranty is subject to the limitations, exclusions and other provisions as stated. The warranty of one (1) year (for cracked or broken tiles) applies to product contracted and installed after January 1st, 2012.

This warranty is related only to tiles being cracked and/or broken and does not apply to any other performance characteristics or otherwise.

- AutoStone does NOT warrant the performance of any grout.
- AutoStone does not warranty the performance of any caulking installed.
- AutoStone does not warrant the performance of any metal extrusion, plate, drain-riser or any transition strip of any kind or in any capacity.

Hydro-pressure or moisture that comes from underneath slab that causes tiles to lift is NOT covered under this warranty.

Slab movement that causes cracks in excess of 1/8" is considered excessive and NOT covered under warranty.

Any condition that is not revealed to AutoStone Floor Systems, or is not revealed until after an AutoStone Floor System is installed that changes the scope and nature of the installation and services performed are NOT covered under this warranty.

AutoStone does NOT warrant all slab conditions. AutoStone warranty only applies to single poured slabs with properly installed control joints. Multiple slab conditions where existing slabs are married up with newly poured slabs are NOT covered under our warranty. Older slabs with surface cracks and signs of slab movement are NOT covered under our warranty.

AutoStone will provide you the best practices solution to minimize the impact that varied slabs may have on your tile floor, but our warranty does NOT cover these conditions or conditions similar to said conditions identified above.

Acts of God and catastrophic events

This warranty does NOT apply if a catastrophic event such as a flood, storm, earthquakes, fire or other act of God which impacts building or structure in which an AutoStone Floor System is installed.

Grout and grout staining

Grout staining is not warranted. AutoStone uses a grout system to resist stains, but does not prohibit them. Regardless of any grout system applied included any grout that is sanded, non-sanded, epoxy based, urethane based, pre-sealed, premium pre-sealed or any grout, AutoStone does NOT warrant grout for staining, sagging, chipping, flaking, or non-performing in any way. AutoStone does NOT warrant any post-installation grout sealant product that is applied to grout joints.

AutoStone does NOT warrant issues related to efflorescence staining or heavy acidic cleaning. The only remedy or warranty related to grout is with the specific manufacturer of the grout system provided by AutoStone.

High pressure hose environments are not warranted

AutoStone does not warrant any installation where high-pressure spray hoses are used. AutoStone does not recommend the use of a high pressure hose to be used for cleaning of your tile or for use in areas where high pressure hoses are used. High pressure hoses can blow grout out, high pressure can erode and dislodge thinset tile. No warranty is extended to any environments where high pressure hoses are used, in-use or have been used.

Uncoupling membrane underlayment exclusion

AutoStone does not extend our 1-year warranty if any uncoupling underlayment is used as part of the floor system installation. Examples of uncoupling membrane products are: DITRA (Schluter), Permat (Blanke) or any similar type application.

Normal wear and tear

This warranty does not apply to normal wear and tear, which are to be expected over the course of the ownership. Chips in the surface of an AutoStone tile surface is considered normal wear-and-tear. Your tile is a porcelain body tile, thus any chip would show the same aesthetic appearance as the top of your AutoStone tile.

Negligence, misuse, vandalism, etc.

This warranty does not cover any damage caused by negligence (intended or not), misuse of product, vandalism, act-of-malice, intended or otherwise. AutoStone is the party that has the sole discretion to determine if something is negligent, miss-use, abuse or otherwise. No other party input is measured when reviewing and determining this factor.

Limitations related to cleaning issues:

Customer must follow cleaning and maintenance procedures provided by AutoStone Floor Systems for the life of the product. If customer fails to clean and maintain floors as recommended by AutoStone Floor Systems, warranty is void. Please review our recommended cleaning procedures. If client has problems with cleaning aspects of their floor, they are to communicate such issues to AutoStone Floor Systems within thirty (30) days of identifying problems and concerns.

General Contractor Agreements

Secondary contracts signed between AutoStone Floor Systems with General Contractors or any client that have conflicting language with our Warranty Agreement will be secondary to our written Warranty Agreement. Our Warranty Agreement supersedes any warranty requirements or conflicting written agreements.

Non-payment of contract

The AutoStone Floor Systems 1-year Warranty is conditioned upon full payment of the original contract price. If the contract is not paid in full then the extended 1-year Warranty is void. Partial payments, non-payment of retainage or back charge will nullify the extended 1-year Warranty. Any change order submitted by AutoStone that is denied or not paid as requested will nullify the extended 1-year Warranty.

Additionally, if a final bill settlement is reached between AutoStone and either you or your representative (GC, etc.) that results in a crediting for work performed that is not paid for this can nullify your Warranty Agreement. Any charge back accepted by AutoStone can or will nullify your Warranty Agreement.

AutoStone will have sole discretion and the final decision as to any work performed that is not paid or change orders submitted and or charge-backs received that are NOT paid, accepted, approved or otherwise can and will nullify your Warranty Agreement.

Warranty submittal process

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.

Please email at: warranty@autostoneusa.com

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



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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.