## **Limited Warranty - Porcelain Tile Materials**

## **Commercial Warranty**

If AutoStoneUSA warrants to automotive and/or commercial purchasers ("Buyer") that its products meet or exceed the performance specification outlined in ANSI Al37.1-2008 at the time of production and for twelve (12) months from the date of shipment from our distribution warehouse to the delivery address on your purchase agreement. Please know that as a manufacturer and supplier of this product, there are factors beyond our control, including installation of our products, setting materials selection, structural design, post installation cleaning practices and environmental conditions.

AutoStoneUSA does not warrant its products after they are installed. It is the obligation of the flooring and/or installation contractor to identify any defects, issues, or concerns with AutoStoneUSA tile before materials are installed. AutoStoneUSA will not be responsible for any costs of labor, freight (shipping costs), installation, or removal of our products.

In the event of latent defects caused by improper manufacture, defined as tiles not conforming to industry standards, AutoStoneUSA will either refund the purchase price for the defective pieces or provide replacement material of the same and/or similar kind.

AutoStoneUSA does not warrant that any glazed and unglazed products will not scratch, chip, or show signs of wear over the life of the product use.

EXCEPT AS EXPRESSLY STATED ABOVE, THIS LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE WARRANTY OF AUTOSTONEUSA AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE PRODUCTS, OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS.

## Disclaimer

Merchandising materials and samples are for general reference only. Every tile and/or product should be examined prior to installation. Tile by its nature is subject to variation in color and/or veining as well as technical specifications, including COF, DCOF, and subsequent surface traction performance, due to the inherent variability in the raw materials and production process. Technical data sheets or specifications are not guarantees of maximum or minimum thresholds of performance. Misuse of the product by the flooring contractor, installation contractor or Buyer, including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects are not covered by this warranty. Visual defects or nonconformities apparent prior to installation are not covered by this warranty.

## **Limitation of Liability**

IN NO EVENT SHALL AUTOSTONEUSA BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT AUTOSTONEUSA'S PRIOR WRITTEN CONSENT. IN NO EVENT SHALL AUTOSTONEUSA'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

To make a claim under this Limited Commercial Warranty, you must notify AutoStoneUSA within 30 days after you discover a problem.

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NEVER INSTALL A TILE PRODUCT THAT IS SUSPECTED AS HAVING A DEFECT. IT SHOULD BE SET ASIDE, DOCUMENTED, AND A NOTICE SENT TO <u>WARRANTY@AUTOSTONEUSA.COM</u>.

To evaluate your claim, you will be requested to provide pictures, samples, or other evidence of defects.

Your claim will be denied if you fail to notify us within the 30-day period after delivery of product, fail to provide us with requested sufficient evidence of defect, or you repair or replace products before we have made any determination of a warranty claim.