

## StonePeak Ceramics, Inc. (“Stonepeak”)

### Warranty

#### **ONE YEAR LIMITED WARRANTY**

Stonepeak warrants to purchasers (“Buyer”) that its products meet or exceed the performance specification outlined in ANSI A137.1-2008 at the time of production and for twelve (12) months from the date of shipment from our factory or until they are installed, whichever date occurs first.

Certain factors are beyond our control, including installation of our products, structural design and environmental conditions. Accordingly, Stonepeak does not warrant its products after they are installed. In the event of latent defects caused by improper manufacture, defined as tiles not conforming to industry standards, Stonepeak will either refund the purchase price for the defective pieces or provide replacement material of the same kind. Stonepeak will not be responsible for any costs of labor, installation or removal of our products. Stonepeak does not warrant that our glazed and unglazed porcelain will not scratch, chip or show signs of wear.

EXCEPT AS EXPRESSLY STATED ABOVE, THIS LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE WARRANTY OF STONEPEAK 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. Our products 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, 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 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 STONEPEAK 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 STONEPEAK’S PRIOR WRITTEN CONSENT, EVEN IF STONEPEAK MAY HAVE BEEN NEGLIGENT. IN NO EVENT SHALL STONEPEAK’S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.