

HOME ELEMENTS, INC.

HOME ELEMENTS TILE 3-YEAR LIMITED WARRANTY

Complete tile line including porcelain tiles, ceramic tiles, pool tiles, glass tiles, stainless steel tiles, stone tiles and other tiles

EFFECTIVE JANUARY 1, 2011

Home Elements Tile 3-Year Limited Warranty

Home Elements provide the best warranty for Home Elements brand tile lines, including porcelain tiles, ceramic tiles, pool tiles, glass tiles, stainless steel tiles, stone tiles and other tiles under the tile category.

Home Elements warrants that manufactured products will be free from defect for a period of two-year from date of purchase. Defect is defined as a shortfall in the product to perform to Home Elements specifications as disclosed in product literature, within industry allowable tolerances as set forth in standard, national industry protocols. This **3-Year** express warranty is the sole warranty extended and replaces any statutory warranties to the maximum extent allowable by law. Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects are not covered by this warranty. All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All products must be inspected prior to installation. Visual defects or nonconformities apparent prior to installation voids this warranty.

Tile is subject to variation in technical specifications, including COF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Tile containing abrasives create a rough surface, creating cleaning challenges because dirt and other contaminants lodge in the surface. Extra attention is necessary to assure contaminants are removed promptly. Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only. Home Elements does not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum tile performance specifications. Home Elements does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Express color match warranties are only extended to actual product samples.

IMPLIED WARRANTIES LIMITED IN DURATION

Any implied warranty applicable to the product sale, including the implied warranty of merchantability or the implied warranty of fitness for a particular purpose is limited in duration to the duration of this written warranty or the maximum statutory period, whichever is less. Some states do not allow limitations on implied warranty duration, so the above limitation may not apply to you. *The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supercedes federal and state consumer goods warranty protections.*

IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

Home Elements provides detailed information in its product literature with regard to appropriate tile and stone applications. In these specified applications, Home Elements limits the duration of the implied warranty of fitness for a particular purpose to two-year or the maximum statutory period prescribed by law, whichever is less. Failure to comply with recommended applications voids this warranty.

Natural stone products are mined and cut from natural formations. Because these products are not subject to a manufacturing process, quality warranties are limited to the specified representations in product literature and guidelines established by the Marble Institute of America. Home Elements does not warrant natural stone products for shade, size, thickness, warping, cleft variations, surface finish variations, or other natural variances on stone products.

REMEDY LIMITATION & DISCLAIMER

If a defect in materials or workmanship is discovered within the two-year period, Home Elements will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy product defects. Buyer's remedy is limited to replacement or repair of the defective product. No consequential (including, but not limited to, lost profits) or incidental damages are recoverable. Home Elements disclaims all express warranties not contained in this limited express warranty. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Home Elements immediately (1-888-92-BUILD / 1-888-922-8453).

To Make A Claim:

1. The original purchaser must notify a Home Elements Sales Service Center or an authorized representative in writing 60 days of the occurrence of any defect. Purchaser needs to present the original receipt to make a claim.
2. After notification, Home Elements or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Home Elements or an authorized representative.
3. Upon determination that the product defect claim is valid, Home Elements will notify the purchaser in writing. Home Elements reserves the right to repair, replace or refund the originally-purchased product.