

CAST IRON 10-YEAR LIMITED WARRANTY

TufTile, Inc. values your business, and the TufTile, Inc. tactile cast iron tile (the “product”) you purchased comes with a limited warranty that the product will be free from defects for a period of ten years from date of installation subject to ordinary wear and tear. Damage to powder coating caused by snow removal equipment is considered normal or “ordinary” wear and tear. Failure to comply with recommended applications and installation of the product voids this warranty. Customer misuse including negligence, physical abuse and defects resulting from improper installation are not covered by this warranty. Local building codes may require minimum tactile tile performance specifications, and TufTile, Inc. does not warrant product installations that violate building codes. While within the limited warranty period, if the product is not in good working order for its intended purposes, a suitable field repair or in extreme cases, replacement product shall be made available to the purchaser of the product. Purchaser’s remedy is limited to replacement of the product and no consequential or incidental damages and costs (including, but not limited to, lost profits, labor or transportation costs in connection with the removal, replacement and installation of the product) are recoverable or within the coverage of this limited warranty. Any representations made in connection with the sale of this product that differ from the terms of this limited warranty are not covered and should be brought to the attention of TufTile, Inc. immediately. No claim for replacement of a defective product will be honored without TufTile, Inc.’s reservation of its right to inspect the product for the claimed defect and its determination that the replacement of the product is covered by this warranty. The term of this limited warranty shall commence on the date of installation. Proof of purchase shall be required to be eligible for this warranty and to establish the commencement date of this limited warranty. No warranty replacement of the product is provided unless the purchaser’s written replacement claim is submitted to TufTile, Inc. before the expiration of ten years from the date of installation of the product.

TO THE MAXIMUM EXTENT APPLICABLE AND ALLOWABLE UNDER LAW, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE TUFTILE INC. LIMITED WARRANTY, AND TUFTILE INC. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWABLE BY FEDERAL AND STATE LAW, THIS WARRANTY SUPPLEMENTS OR SUPERSEDES FEDERAL AND STATE CONSUMER GOODS WARRANTY PROTECTION.

