

ONE-YEAR LIMITED WARRANTY

Limited Warranty

Bedrosians® warrants to its immediate and direct Purchaser, and no other person, that MANUFACTURED FIRST CHOICE QUALITY products will be free from defect for a period of one-year from date of purchase. This warranty only applies to installations made by duly and actively licensed tile contractors. Defect is defined as a shortfall in the product to perform within industry allowable tolerances as set forth by the Tile Council of North America (TCNA), the American National Standard Institute (ANSI), and the Marble Institute of America. This warranty is the sole warranty provided by Bedrosians® to its direct Purchasers and replaces any statutory warranties to the maximum extent allowable by law. It is the direct Purchaser's responsibility to inspect all product prior to installation. Visual defects or nonconformities reasonably apparent, that direct Purchaser knows of or should know of, prior to installation void this warranty as installation is deemed acceptance of product.

This warranty covers only the following:

1. Immediate and direct Purchaser from Bedrosians®, as evidenced by an invoice.
2. Immediate and direct purchases of FIRST QUALITY products paid for in full, as evidenced by an invoice.
3. Products with manufacturing defects, not installation defects.
4. Products installed by duly and properly licensed and active tile contractors.

Exclusions from Warranty

Certain factors are beyond our control, including installation of our products by others, building structural design or construction conditions, and environmental conditions. This warranty excludes any problems or occurrences caused or arising from the following, but not limited to:

1. Improper installation, installation defects or errors, fabrication defects or errors, or improper transportation and handling of the products;
2. Improper outdoor use of product;
3. Improper commercial use of the product;
4. Installation by an unlicensed, inactive, or improperly licensed tile contractor;
5. Installation of any incorrectly sized, colored, shaded, calibrated, matched, or packaged product;
6. Customer or contractor improper use or maintenance of the product including negligence, physical, or chemical abuse;
7. Ordinary wear and tear;
8. Normal variations between field tile and trim tile;
9. Normal design, shade, or color variation from samples, website, or other illustrations;
10. Grout-related problems, including but not limited to, shade variation, discoloration, deterioration, staining, hazing, or mildew;
11. Any act or omission which might be reasonably expected to damage the product, including but not limited to, exposure to extreme temperature, wet-dry cycles, heat or fire, and appliances or furniture that would scratch the product;
12. Any Commercial or Second quality products, or any products not classified as First Quality;
13. Any natural stone products;
14. Any labor charges for the removal of product or installation of replacement product.

Procedure for Making a Claim

1. The immediate and direct Purchaser must provide Bedrosians® written notice of any alleged defect within thirty (30) days of discovery for warranty to potentially apply. The immediate and direct Purchaser's failure to file a claim within the warranty period shall be deemed to act as a waiver and time bar for any and all warranty-related claims against Bedrosians®.
2. Written notice must be sent by email to productwarranty@bedrosians.com with proof of purchase by means of invoice, photographs of the product, and photographs of the labeled boxes the product was received in. Failure to provide such documentation may result in denial of any warranty claim.
3. If the product has already been installed, the direct Purchaser must provide jobsite access to a Bedrosians® representative and/or industry expert to complete a Job Inspection Report and photograph the installation. Purchaser must provide Bedrosians® the contractor's name, license number, and contact information.

What Will Bedrosians Do?

1. Bedrosians® or an authorized representative may schedule a jobsite visit to inspect and/or test the product, photograph the installation, and complete a report. Bedrosians® reserves the right to inspect any and all alleged defects prior to any repair, remediation, or settlement of any defect. All original packaging materials must be kept until after inspection. In the event the Purchaser fails to timely notify Bedrosians®, or fails to allow Bedrosians® the

right of inspection, discussion or decision making in advance of repair, remediation or settlement of any defect, this warranty will be rendered void in its entirety.

2. Our Product Warranty Department will evaluate information collected for every claim.
3. Upon making a determination of the claim, Bedrosians® will notify the Purchaser in writing. Bedrosians® reserves the right to repair or replace the originally purchased product or refund the purchase price.

Limitation of Liability

If a defect in materials is discovered within the one-year period and a remedy is not available, the liability of Bedrosians® under any theory of liability, whether contract, tort, strict liability, or otherwise, shall be solely and exclusively limited to the replacement of defective goods F.O.B. Bedrosians® facility or, at Bedrosians® option, refund of the purchase price of such defective goods. If the product is replaced, exact color match is never guaranteed. IN NO EVENT SHALL BEDROSIANS® LIABILITY UNDER ANY CLAIM EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. Bedrosians® disclaims all express warranties not contained in this warranty. No agent, employee, or representative of Bedrosians® or any installer, dealer, agent, builder, designer, or manufacturer has any authority to alter or modify the obligations or limitations of this 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 Bedrosians® immediately (1-800-760-TILE).

UNDER NO CIRCUMSTANCES SHALL BEDROSIANS® BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, LOSS OF USE, OR OTHER DAMAGES SUCH AS LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS BY REASON OF ANY BREACH OF WARRANTY, IMPROPER INSTALLATION, MAINTENANCE, OR USE OF THE PRODUCT OR ANY DELAY OR FAILURE IN DELIVERY, WHETHER OR NOT BEDROSIANS® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disclaimer

Tile is subject to variation in technical specifications, including DCOF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only.

Bedrosians® does not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum tile performance specifications. Bedrosians® does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Buyer is to verify color, shade, caliber and texture with current and available stock on hand prior to purchase or installation. Installation constitutes acceptance.

Polished porcelain tile and glazed polished porcelain tile must be sealed prior to grouting and the grout color must match the predominant color of the tile.

Natural stone products are quarried from natural formations, rather than made at a factory. No two pieces are alike and there are inherent variances in all stone. 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. Bedrosians® does not warrant natural stone products for shade, size, thickness, warping, cleft variations, veining, surface finish variations, or other natural variations.

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 supersedes federal and state consumer goods warranty protections.

Implied Warranty of Fitness for a Particular Purpose

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

California Legal Notice

Tile and installation products contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, contact Bedrosians® at 1-800-760-TILE.