



WARRANTY

CoMc, LLC, ("Manufacturer") warrants that its SnapStone tile flooring grid to which porcelain tile is adhered ("Product") is free from defects in manufacturing, materials and workmanship for a period of 10-years from the date the Product was originally purchased (the "Limited Warranty Period"). This limited warranty is extended to the original purchaser of the Product (the "Owner") and covers only defects in the Product and does not cover defects in the porcelain tile adhered to the Product. This warranty is not transferable during the Limited Warranty Period.

IN THE EVENT OF A DEFECT, MALFUNCTION OR OTHER FAILURE OF THE PRODUCT (NOT OTHERWISE EXCLUDED HEREIN) THE MANUFACTURER WILL REMEDY THE DEFECT OR FAILURE WITHOUT CHARGE TO THE CONSUMER PROVIDED NOTICE OF THE WARRANTY CLAIM IN THE MANNER PROVIDED BELOW IS RECEIVED BY MANUFACTURER WITHIN THE LIMITED WARRANTY PERIOD. THE REMEDY FOR ANY SUCH DEFECT, FAILURE OR MALFUNCTION IS LIMITED, AT MANUFACTURER'S SOLE OPTION, TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT. ALL SHIPPING, DELIVERY, INSTALLATION, AND OTHER COSTS ARE THE RESPONSIBILITY OF OWNER AND ARE NOT COVERED BY THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS FURTHER SUBJECT TO THE CONDITIONS, LIMITATIONS, AND EXCLUSIONS PROVIDED BELOW.

CONDITIONS/EXCLUSIONS TO THE LIMITED WARRANTY

THIS 10-YEAR LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND EXCLUSIONS, PLEASE READ THE FOLLOWING CAREFULLY:

1. **Required Installation.** To be covered by this Limited Warranty, the Product must be installed indoors in a residential application located in the United States of America or Canada following the Manufacturer's recommended installation instructions. **The Product must not be installed in areas reaching temperatures below 32 degrees F or above 110 degrees F. The Product must be installed using only SnapStone Flexible Grout.
2. **Damage Coverage.** This warranty only covers damage caused to the Product occurring prior to installation. Any cracking, breakage or other damage occurring during or after installation is not covered. Furthermore, the Warranty does not cover the installation of damaged or defective product. The installer is responsible for performing a basic inspection of the Product to ensure that damaged or defective tile is not installed. Claims concerning shade, appearance, caliber, finish or obvious defects in the tile must be communicated before the tile is installed. No such claims will be accepted for tile that has been installed before SnapStone receives a written claim sent by certified mail to the SnapStone address listed below.
3. **Limitation on Coverage and Causes of Defects Covered Under Warranty.** This limited warranty covers only defects in manufacturing, materials, or workmanship of the Product and does not cover defects, malfunctions or failures in any product (including the porcelain tile) adhered to the Product which is not manufactured by Manufacturer. It also does not cover any defects resulting from any other cause including, without limitation: (i) defects in the Product caused by components which are not manufactured

by Manufacturer (ii) improper or inadequate installation; (iii) defects caused by fire, flood, tornado, hurricane, acts of God, extraordinary environmental conditions, riot or other civil insurrections, or acts of war or conflict; (iv) defects caused by abusive conditions or accidents, such as but not limited to cutting or severe impact; (v) installation or use of the product in any manner not recommended by the Manufacturer; and (vi) defects caused by repairs attempted to the Product other than with Manufacturer's prior written authorization.

4. Required Procedures to Submit a Warranty Claim. In order to obtain performance of any warranty obligation, the Owner must do the following:

Contact the Manufacturer at the toll free phone number listed below or by mail at the address listed below, and request a claim form.

Complete and return the claim form to the Manufacturer within the Limited Warranty Period. The phone number and address to contact the Manufacturer for these purposes is as follows:

13423 "F" Street, Omaha, NE 68137, 402-505-7627 / 866-416-SNAP, www.snapstone.com

5. Entire Warranty. This document sets forth the entire and only warranty of Manufacturer and supersedes all statements of any employee or agent of Manufacturer concerning the limited warranty provided for the Product. To the extent any provision of this limited warranty are determined to be unenforceable or contrary to law they be deemed severed herewith, the remaining provision of this limited warranty remaining fully enforceable according to their terms.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE TO THE OWNER, OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, UNDER THIS CONTRACT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS AND EXCLUSIONS OF THIS LIMITED WARRANTY ARE INOPERATIVE WHERE THEY ARE IN CONFLICT WITH APPLICABLE STATE LAW.