

# CUSTOMER WARRANTY

# Subjected to the limitations, disclaimers and exclusions below, our warranty is:

- (a) That our Products will meet the sales order measurements and/or specifications if performed by us. You must give us written notice of any mistake in the sales order measurements and/or specifications within 30 days after pick-up of the products. We shall have the right to examine the products which are the subject of our mistake at any premises where they are kept. If the mistake is ours we shall, without costs to you, make good our mistake.
- (b) That our Products will be free of defects in materials and workmanship for a period of two years, under normal use. From the date of purchase. We shall, at our sole option during the warranty period, repair or replace any defects in materials or workmanship without costs to you, as the original retail customer. Repaired or replaced products will assume, from the date of repair or replacement, the remaining warranty of the original purchase by you.
- <u>NOTE:</u> Accessories included in the Product sales order and not manufactured by Nuconcept only carry their manufacturers' warranty, if any.

### **Warranty Limitations**

• This warranty does not cover any adjustments, damages, or deterioration to or malfunction of the products resulting from: Drying and settling of the new construction; abuse, accident or negligence; use of abrasive or harsh cleaning agents; excessive exposure to heat or moisture; normal wear and tear, repair or modifications performed or attempted by someone other than a Nuconcept Representative; failure to provide reasonable and necessary maintenance; misuse for purposes other than those originally intended. This warranty only covers the original retail customer, and is not transferable. This warranty only applies if the customer has paid for the products in full. All claims under this warranty must be submitted to Nuconcept in writing.

# **Warranty Disclaimers**

Variations in grain, pattern and markings are inherent characteristics of Caesar, granite, and
other natural stone materials. Variations in color and grain patterns are a natural
characteristics of wood materials causing them to react differently to various finishes. As part
of the aging process color changes may also occur in materials as a result of exposure to light
and other elements. For these reasons, such as variations and changes are not construed as
defects and are not covered by this warranty.

#### **Warranty Exclusions**

 TO THE EXTENT ALLOWED BY LAW NUCONCEPT SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL COSTS OR DAMAGES RESULTING FROM THE USE OF ITS PRODUCTS. EXCEPT AS STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, APPLICABLE TO THE PRODUCTS. THE SOLE LIABILITY OF NUCONCEPT WITH RESPECT TO ITS PRODUCTS AS STATED HEIRN