

Florida Tile, Inc. Limited Warranty

Florida Tile, Inc. (“Florida Tile”) makes the following limited warranty with respect to its products:

Florida Tile Products: Florida Tile warrants Florida Tile branded tile products and all other products manufactured by Florida Tile (“Florida Tile Products”) to meet or exceed the applicable requirements of American National Specifications Institute, Specification ANSI A137.1-2012. Florida Tile further warrants Florida Tile Products to conform to any specific physical properties stated in Florida Tile’s then-current product literature, and to be reasonably free from manufacturing defects.

Residential Lifetime Warranty: The warranty set forth above for Florida Tile Products installed in a residence will remain in effect for as long as the original purchaser owns his or her home and is non-transferable.

Commercial Warranty: Florida Tile defines a commercial installation as any structure other than a dwelling occupied by the owner of the tile. The warranty set forth above for Florida Tile Products installed in a commercial installation will extend for a period of 18 months from the date of shipment of the product.

Third Party Products: Any and all products sold by Florida Tile other than Florida Tile Products as defined above (“Third Party Products”) shall be sold subject to the manufacturer’s express warranties. Florida Tile makes no other warranty with respect to Third Party Products.

Warranty Limitations:

The warranty set forth above is Florida Tile’s sole and exclusive warranty, and Florida Tile expressly disclaims any and all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Florida Tile will provide replacement tile or refund the purchase price at Florida Tile’s sole discretion if any Florida Tile Product fails to meet the limited warranty set forth above, which shall be Purchaser’s exclusive remedy. Under no circumstances shall Florida Tile be liable for any special, indirect, incidental or consequential damages, including without limitation labor costs for removal of existing product and installation of replacement product. This warranty is void with respect to any Florida Tile Products that are not installed in a workmanlike manner and in accordance with all applicable standards and installation instructions. Purchaser shall be solely responsible for ensuring compatibility of any and all products or materials utilized in connection with the installation of Florida Tile Products. Shade match of the replacement product to that being replaced cannot be guaranteed. No installer, dealer, agent, or employee of Florida Tile has the authority to modify the obligations or limitations of this warranty.

This limited warranty gives specific legal rights. Since some states have laws governing consumer rights and damages, some of the above limitations may not apply to you, and you may have other rights which vary from state to state. Except for these other rights, the remedy provided under these warranties state the limit of Florida Tile’s responsibilities.