

Florida Tile's Limited Warranty

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 Limited 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 Limited 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:

All products sold by Florida Tile other than Florida Tile Products ("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 REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS RESIDENTIAL LIMITED LIFETIME WARRANTY AND COMMERCIAL LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, USE, LOSS OF USE OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE, INCURRED WITHOUT FLORIDA TILE'S PRIOR WRITTEN CONSENT. 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.

Implied Warranty:

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS RESIDENTIAL LIMITED LIFETIME WARRANTY AND COMMERCIAL LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What is not covered:

Florida Tile's warranty is limited to providing replacement tile or refunding the purchase price, at Florida Tile's sole discretion, which shall be Purchaser's exclusive remedy. This warranty does not cover damage due to: improper fabrication, installation or maintenance; modifications to Products; structural movement or external causes such as accidents, abuse (physical or chemical) or other actions or events beyond Florida Tile's reasonable control. 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.

Claims:

To make a claim under this Limited Lifetime Warranty, you must notify Florida Tile within 30 days after you discover a problem. To evaluate your claim, we may ask you to provide us with pictures, samples, or other evidence of defects. Your claim will be denied if you fail to notify us within the 30-day period, fail to provide us with requested sufficient evidence of defect, or you repair or replace Products before we have made a determination of your claim.

The terms of this Lifetime Limited Warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act) except by a writing signed by an officer of Florida Tile. This warranty and all disputes are governed by the laws of the State of Kentucky.