

# PORCELANOSA<sup>®</sup>

## TILE / KITCHEN / BATH / HARDWOOD

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### WARRANTY CERTIFICATE

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Porcelanosa in the United States of America and in Canada (“Porcelanosa”) hereby warrants to the original buyer (“Buyer”) that the floor and wall ceramic **tile products** (“Products”) sold by Porcelanosa in the United States of America and in Canada under the **Porcelanosa, Venis or Urbatek** brands meet or exceed the international standards of ISO 13006: 2012, as well as the performance specifications of ANSI A137.1 – 2012. Porcelanosa further warrants that the Products, as delivered, will be reasonably free of defects in materials and workmanship, and when properly handled, stored, maintained and installed, will conform, within industry-accepted tolerances, to applicable manufacturing specifications.

#### Commercial Warranty

In the case of Products sold for installation in a commercial setting, Porcelanosa will replace any uninstalled Products found to be defective, provided that the Buyer has given written notice of defect to Porcelanosa within **12 months** of the original purchase date. Certain factors, such as improper installation by independent parties, uneven sub-floor, and environmental conditions, are beyond the control of Porcelanosa. Consequently, Porcelanosa cannot accept responsibility for the performance of the Products after they have been installed in a commercial setting. Notwithstanding this limitation, upon receipt of written notice of defect from the Buyer within **12 months** of the original purchase date, Porcelanosa will replace any Products installed in a commercial setting that are found to have latent manufacturing defects. This warranty excludes any labor charges, installation, or other consequential losses or incidental damages. This warranty is also subject to the limitations set out below under “Other Warranty Information” and to those set forth in any applicable terms and condition of sale.

#### Residential Warranty

In the event that any of the Products sold for installation in a residential setting are found to be defective, Porcelanosa will, at its sole option, repair or replace the defective Products. This warranty covers Products installed in a residential setting within **36 months** of the original purchase date. This warranty is subject to (a) Porcelanosa’s receipt of notice in writing from the Buyer of the alleged failure or defect within the term of the warranty, and (b) the limitations set out below under “Other Warranty Information” and those set forth in any applicable terms and conditions of sale.

#### Other Warranty Information

EXCEPT AS EXPRESSLY SET FORTH ABOVE, PORCELANOSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PRODUCTS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Such warranties (hereinafter “this warranty”) shall be void upon the occurrence of any one or more of the following events: (a) the Products are installed despite having visible defects, that could and should have been noted by the installer and reported before installation;

(b) the Products are not installed in accordance with the ANSI specifications for the installation of ceramic tile, or the Handbook for Ceramic Tile Installation published by the Tile Council of North America, Inc., or are installed in conflict with any other specifications applicable to the Products, including those provided by Porcelanosa, or applicable to any installation materials;

(c) the Products are damaged by moving heavy objects or equipment across floors and walls without adequate protection; and/or

(d) the Products are damaged by the use of improper cleaners, such as those containing hydrofluoric acid; and/or

(e) the Products are damaged by acts of God, such as storms, floods, earthquakes or other natural disaster. This warranty does not cover differences between samples and the actual Products, or among the Products themselves, due to pattern variations or color or shade variations that are inherent in the Products. To the maximum extent permitted by applicable law, Porcelanosa expressly excludes from this warranty, and will not pay for, any consequential losses and incidental damages. This warranty extends only to the Buyer and is not transferable.

This warranty gives you specific legal rights, and you may also have other rights that vary from State to State. Porcelanosa will not be responsible for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with any authorized literature or written specifications furnished by Porcelanosa. Some states do not allow limitations on how long an implied warranty lasts, or on special, incidental, or consequential damages. As a result, some of these limitations may not apply to you.

**To obtain warranty service, contact the Porcelanosa in writing: [info@porcelanosa-usa.com](mailto:info@porcelanosa-usa.com). Please visit our website for additional information on the Porcelanosa and its products and services.**