

Ultimo Cabinetry Warranty



 **ULTIMO**[®]
CUSTOM CABINETRY
by TUSCAN HILLS[™]

ULTIMO® CABINETRY LIMITED LIFETIME WARRANTY

Tuscan Hills Kitchens and Baths (“**We**” or “**Us**”) extends the following limited lifetime warranty (“**Limited Warranty**”) to the first Residential Purchaser (“**You**” or “**Your**”) of a cabinet, vanity, or other component manufactured by Us (each, a “**Product**”). This Limited Warranty is only applicable to Products sold to the first Residential Purchaser and used in the applications described below within the Continental United States. Except as allowed below or by applicable law, You may not assign or transfer this Limited Warranty.

WHO IS A RESIDENTIAL PURCHASER?

Under this Limited Warranty, a “**Residential Purchaser**” means any either:

- a. a person who purchases and installs the Product in a dwelling that is owned and used by that person as a primary or secondary home;
- b. any person or business such as a builder, contractor or developer that purchases and installs the Product in a newly constructed or remodeled dwelling that will be used by the initial owner/purchaser of that dwelling as a primary or secondary home. In such situation, this Limited Warranty may be assigned to the initial owner/purchaser who uses the dwelling as a primary or secondary home.

Under this Limited Warranty, a primary or secondary home does not include rental property. This Limited Warranty does not apply to landlords, leasing companies or other commercial purchasers.

WHAT DOES THIS LIMITED WARRANTY COVER?

Subject to the exclusions and limitations set forth in this Limited Warranty, We warrant to You that each Product will be free from defects in material and workmanship, under normal use and maintenance, for the applicable warranty period stated below. This warranty gives You specific legal rights, and You may have other rights which vary from State to State.

WHAT IS THE WARRANTY PERIOD APPLICABLE TO RESIDENTIAL PURCHASERS?

The warranty period for Your Product (excluding certain components discussed in the following paragraph) begins on the date the Product was purchased, whether purchased by You or by a third party on Your behalf. Your warranty is only valid if you use the dwelling as your primary or secondary home and does not extend to future owners if the property is sold.

Notwithstanding the preceding paragraph, the warranty periods applicable to Vent Hoods, Blowers, and associated components, that were not originally manufactured by Us, are 1 year from the date of original purchase.

CERTAIN OTHER STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE BELOW LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY IS OUR SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY

APPLICABLE TO THE PRODUCT AS STATED ABOVE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

WHAT THIS LIMITED WARRANTY DOES NOT COVER:

The Limited Warranty does not apply to any Product:

- (1) installed or used outdoors;
- (2) used for purposes for which it is not designed or intended by Us;
- (3) which has been subjected to misuse, vandalism, abuse, negligence, accident, or unauthorized modifications;
- (4) which has been improperly stored (if the Product must be stored, it should be covered and stored in a humidity and temperature controlled environment, away from direct sunlight);
- (5) which has been improperly installed, cleaned, or maintained (for more information regarding the proper use and care of the Product, please consult the applicable Use and Care Instructions that accompanied the Product;
- (6) which has been subjected to improper temperature, moisture and/or humidity extremes (temperature outside the range of 50-85°F (10-29°C) and humidity outside the range of 30-55% are considered extreme);
- (7) damaged by fire, flood, acts of God, or other external causes beyond our control;
- (8) varying in color and characteristics due to age, sunlight, smoke, or other environmental conditions;
- (9) exhibiting any effects on the color and/or integrity of the finish or appearance due to the use of abrasive cleaners, cleaners that contain chlorine, acidic cleaners, scuffing sponges or steel wool; and/or
- (10) exhibiting normal wear and tear;
- (11) unfinished cabinetry. (continued)

In addition, natural woods may vary in color and characteristics and exhibit subtle changes as they age. For example, painted doors, drawer fronts, and face frames may eventually have visible cracking around the joint area, and cabinet colors may darken or lighten over time. These variations are considered to be the nature of the material in relation to their environmental exposure and are not covered under this Limited Warranty.

SOLE AND EXCLUSIVE REMEDY:

In the event of a defect in the workmanship or materials of a Product or Product component occurring during the warranty period described above, We will, at our option, repair or replace any defective Product or Product component; provided, if it is not commercially feasible to repair or replace a defective Product or Product component, We may refund the original price paid by You for the defective Product or Product component, or provide a credit towards a similar type of product sold by Us. The foregoing are Your sole and exclusive remedies for any Product defect or non-conformity. By way of

example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (1) labor costs for the original installation, removal, or reinstallation of the Product, or defective part thereof; (2) labor costs or material charges for the removal, reinstallation, repainting, refinishing or replacement of any other items or building materials which must be removed, replaced, reinstalled, or refinished in order to repair or replace the defective Product or component. For example, costs associated with the following will not be reimbursed: counters, sinks, tiles, flooring, accessories, appliances or plumbing fixtures. When a claim for warpage, joint separation or wood growth is submitted, We may, at our option and after inspection, defer action for up to 12 months to allow the Product to acclimate to the installed environment. Further, We reserve the right to modify or alter any Product design, specifications or materials without obligation to make similar changes to Products previously manufactured or sold by Us.

The repair or replacement remedies offered by Us under this Limited Warranty are contingent on the current Product offerings of styles and construction options within our Product line at the time a warranty claim is made by You. If a valid warranty claim is filed for an obsolete Product, We reserve the right, at our sole option, to honor its repair or replacement obligations under this Limited Warranty by either: (1) replacing the affected Product or component with a new Product or component of the same or approximate style or color from our current Product line or offerings; or (2) replacing the affected Product or component to achieve a uniform appearance with a similar or comparable product style or approximate color of the originally purchased style. If a Product or components are replaced or repaired, We cannot guarantee an exact match with the finish or appearance of other products or fixtures installed at Your dwelling. This is due to changes that may occur during the Products' natural aging process, affecting its color and/or grain.

LIMITATION OF LIABILITY:

Certain States do not allow the exclusion or limitation of incidental or consequential damages, so the below limitation or exclusion may not apply to You. The remedies described above are Your sole and exclusive remedies and our entire liability for any breach of this Limited Warranty. Our total liability shall under no circumstances exceed the actual amount paid by You for the defective product. Further, We shall not under any circumstances be liable for any consequential, indirect, incidental, special or punitive damages or losses (including lost profits), even if this Limited Warranty is deemed to have failed of its essential purpose.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain more information regarding the Product or to make a claim under this Limited Warranty, contact Tuscan Hills Kitchens and Baths at service@tuscanhillscabinetry.com and provide pictures and description of your issue.