



## LIMITED INTERNATIONAL WARRANTY

# ITALIAN PORCELAIN

EnviroBuild Materials Ltd ("EnviroBuild") guarantees that its porcelain tile will meet or exceed the performance specifications outlined in ANSI A137.1-1998. EnviroBuild's porcelain tile is manufactured to high quality assurance standards. EnviroBuild's porcelain tile has a 10 year structural warranty.

We warrant that the structural integrity of the product will not fail, under normal conditions, within a period of 10 years from date of purchase. The warranties contained herein are in lieu of any express warranties and implied warranty of fitness for a particular purpose. The warranties contained herein are the sole and exclusive warranties provided by the manufacturer. EnviroBuild Materials Ltd. must pre-approve the cost of the replacement, in writing, prior to commencement of any warranty work. Because specific installation details, structural design and environmental conditions are beyond the control of the Company, we cannot accept responsibility for the improper installation and/or care and maintenance of our products after they are installed. However, in the event of latent defects in the product caused by improper manufacturing, the Company will replace any defective product, provided EnviroBuild is notified in writing within a period of one (1) year of the installation, the Purchaser shall notify EnviroBuild in writing to the following email address: [info@envirobuild.com](mailto:info@envirobuild.com).

EnviroBuild reserves the right to request additional information in connection with the warranty claim. If EnviroBuild determines the Purchaser's claim is valid upon confirmation by an authorized EnviroBuild representative of the defect, EnviroBuild's will replace the defective item (not including the cost of its initial installation or delivery). This warranty shall not cover and EnviroBuild shall not be responsible for costs and expenses incurred with respect to the removal of defective porcelain tile products or the installation of replacement materials, including but not limited to labour and delivery. The Company will also not be responsible if tile is installed with a visible defect.

The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.**

**DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER OR ENVIROBUILD MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION. UNDER NO CIRCUMSTANCES WILL MANUFACTURER OR ENVIROBUILD BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND MANUFACTURER OR ENVIROBUILD'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS, PRODUCT PARTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.**