

# LIMITED WARRANTY

*Ceramic and Glass Products*

**creative  
materials  
corporation**

Creative Materials ("CMC") warrants to the original purchaser of its ceramic and glass products (the "Product") that each new product shall meet or exceed the requirements of ANSI A137.1 (for ceramic tile products), ANSI A137.3 (for gauged porcelain panels) and ANSI A137.2 (for glass tile products).

## **CLAIMS**

This Warranty shall remain in effect for a period of one (1) year from the date of purchase. Any claim made under this Warranty must be made within the warranty period by written notice to CMC no later than thirty (30) days after the discovery of any defect. If CMC's investigation confirms that the Product does not meet the Warranty requirements hereunder, CMC will, without charge, either replace the defective Products or refund the original purchase price for the defective Products, at CMC's sole option. Determination of whether a Product has met the Warranty hereunder shall be at CMC's sole discretion. For Product replacements, Creative will use its best efforts to match the existing shade, but such matching is not guaranteed.

## **LIMITATIONS**

Variations in shade are expected and usual in the Product and shall not be deemed a defect under this Warranty. In addition, this Warranty does not cover defects resulting from faulty or improper installation and does not extend to Product affected or damaged by accident, misuse, neglect, alteration, or any other causes other than as specified above.

## **EXCLUSIONS**

Product replacement or purchase price refund is the exclusive remedy and obligation of CMC with respect to this Warranty. In no event shall CMC be liable to the purchaser or any other persons for any indirect, special, consequential, or incidental damages, even if the purchaser has been advised of the possibility thereof, and regardless of whether the Product is used singularly or as a component in or with other products. Without limiting the generality of the foregoing, in no event shall CMC be liable for any costs or expenses of removing existing Product or the installation of replacement Product, or for any other damages that exceed either the original purchase price of the Product.

## **DISCLAIMER**

This limited warranty constitutes the sole and exclusive remedy of purchaser and the sole and exclusive warranty of CMC, and is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose, title, course of dealing, course of performance, usage, trade, or otherwise and CMC disclaims any such warranties.