



### **Limited & Product Defect Warranty:**

Imagine Tile, Inc. ("Manufacturer") warrants to the original purchaser that it will replace with comparable products any standard grade products sold by it which fail to meet the requirements of the ASTM tests for durability, coefficient of friction, acid resistance, or frost resistance.

Imagine Tile, Inc. will not be responsible for any costs of labor, installation or removal of tile.

### **Five - Year Glaze Wear Warranty:**

Manufacturer warrants that its products will be free of undue visible glaze wear caused by normal wear and tear from pedestrian foot traffic for period of (5) years from the date of original purchase. Undue glaze wear is defined as wear in which the glaze is worn through to the body itself. Visibility of wear is measured from a standing height of not less than five feet looking down on the tile surface. This limited warranty is not intended to be a guarantee that glazed tiles will never show signs of wear. This warranty is for purchases made on or after January, 1<sup>st</sup> 1997. It covers floor tile manufactured by Imagine Tile, Inc.

### **Glaze Wear Warranty Limitations:**

The Manufacturer specifically excludes from this glaze wear warranty glaze failures due to the following incidents:

- improper installation of the tile,
- acts of God,
- falling objects, abuse, misuse, negligence, vandalism, fire, exposure to extreme temperature, or accidents,
- failure to follow the Manufacturer's recommended installation, maintenance and care guidelines, including use of improper chemicals or compounds,
- non-foot traffic wear, or any act or omission which might be reasonably expected to damage a ceramic floor.

In the event of a valid claim, the Manufacturer will replace the defective tile(s) at its own expense, FOB manufacturing plant. Color matching of the replacement material is restricted to the currently available production items or materials that are in the Manufacturer's existing inventory.

### **Making a Claim:**

The original purchaser must notify the Manufacturer in writing within sixty (60) days after delivery and prior to installation, of any defective tile. After notification of any defective tile or excessive glaze wear, the Manufacturer, or authorized agent, will, as soon as reasonably practicable, inspect the tile. At Manufacturer's option, such inspection shall take place either on site, or by having samples of the allegedly defective tile sent to the Manufacturer's facility. No claim will be honored without the tile having been inspected by the manufacturer. Claims made beyond the above periods are void. "Nonstandard" and "substandard" tile are sold "as is" and "with all faults."



The original purchaser must provide Manufacturer with the following information in order to have a claim honored under these warranties - a copy of the sales invoice showing:

- A. Date of Sale
- B. Specific material and quantity purchase
- C. Name and address of distributor
- D. Name and address of buyer

Claims or any questions about these warranties should be addressed in writing to: Vice President - Operations, Imagine Tile, Inc., 1515 Broad St. Bloomfield, NJ 07003

Your Imagine Tile representative or dealer has brochures for the care and maintenance of ceramic tile. If you do not have this maintenance brochure, contact your Imagine Tile agent or dealer or write to the manufacturer at the address listed above.

Manufacturer makes no other warranties, express or implied, including merchantability or fitness for a particular purpose. Purchaser's remedy is limited to replacement as described above, and under no circumstances shall the manufacturer be liable for any loss or damage arising from the purchase, use, or inability to use this product, or for any special, indirect, incidental, or consequential damages. No installer, dealer, agent or employee of manufacturer has the authority to modify the obligations or limitations of this warranty.

These warranties give specific legal rights. Since some states have laws governing consumer rights and damages, some of the above limitations may not apply to you, and you may have other rights which vary from state to state. Except for these other rights, the remedy provided under these warranties state the limit of the Manufacturer's responsibilities.