
/ENG/ Warranty PROJECTS kitchen furniture Gama-Decor (V. 01/2016)

WARRANTY INFORMATION

Porcelanosa hereby warrants to the original buyer ("Customer") that the kitchen furniture products sold by the Company in the United States of America under the Porcelanosa and/or GAMADECOR brands on or after June 1, 2004 ("Products") will be reasonably free of defects in materials and workmanship upon delivery and, when properly handled and installed, will conform to applicable manufacturing specifications.

Commercial Warranty

In the event that any of the Products sold for installation in a commercial setting or sold to a contractor or other commercial Customer for installation in a residential setting are found to be defective, Porcelanosa will, at its sole option, repair, replace or adjust the defective Products (or affected components), provided that the Customer has given written notice of defect to Porcelanosa within twelve (12) months of the original purchase date in the case of uninstalled Products or Products installed in a commercial setting or within sixty (60) months of the original purchase date in the case of Products installed in a residential setting. 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 conditions of sale.

Residential Warranty

In the event that any of the Products sold to a non-commercial Customer for installation in a residential setting are found to be defective, Porcelanosa will, at its sole option, repair, replace or adjust the defective Products (or affected components). This warranty covers Products installed in the Customer's home for a period of sixty (60) months from the original purchase date. This warranty is subject to (a) the Porcelanosa's receipt of written notice of defect from the Customer within such 60-month period, together with proof of purchase (original sales receipt), 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) defects, damage or failure caused by the carrier, installer or any other third party; (b) the Products are installed in a way that is contrary to specifications applicable to the Products; (c) the Products are damaged by accident, misuse, or careless handling; (d) the Products are damaged by lack of proper routine maintenance, or use of abrasive or improper cleaners; (e) the Products are installed despite having defects that could and should have been discovered, repaired or avoided by proper inspection and testing before installation; (f) defects or damage caused by extreme temperatures, abnormal humidity levels, and leakage of water or other agents; (g) damage or changes in color tonality caused by sunlight exposure; and/or (h) the Products are damaged by acts of God, such as storms, floods, lightning, earthquakes and other natural disasters. This warranty does not cover variations in color or shade fidelity between catalog images and the actual Products, or among the Products themselves, due to pattern variations or shade variations that are inherent in the Products or that result from their natural aging process, nor does it include labor, transportation, or other costs incurred in the removal and/or reinstallation of the original Products and/or installation of replacement Products, or any costs incurred in obtaining access for repair. To the maximum extent permitted by applicable law, Porcelanosa expressly excludes from this warranty, and will not pay for, any damages, including without limitation direct or indirect, consequential, special or punitive damages. This warranty extends only to the Customer 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 Porcelanosa in writing: info@porcelanosa-usa.com. Please visit our website for additional information on Porcelanosa and its products and services.