

# 1-YEAR LIMITED WARRANTY



Fairmont Beach FM07 tile shown

## 1-YEAR LIMITED WARRANTY

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American Olean warrants that manufactured products will be free from defect for a period of one year from date of purchase. Defect is defined as a shortfall in the product to perform to American Olean specifications as disclosed in product literature, within industry allowable tolerances as set forth in standard, national industry protocols. American Olean provides detailed information in its product literature regarding appropriate tile and stone applications. Failure to comply with recommended applications voids this warranty.

THIS ONE-YEAR EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.

### **Implied Warranty of Fitness for a Particular Purpose**

American Olean provides detailed information in its product literature regarding appropriate tile and stone applications. Failure to comply with recommended applications voids this warranty. There are no warranties extended beyond the description on the face hereof.

### **Implied Warranties Limited in Duration and Scope**

The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections. There are no warranties extended beyond the description on the face hereof.

### **Additional Exclusions**

All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All products must be inspected prior to installation. Installation of products with visual defects or nonconformities apparent prior to installation voids this warranty.

Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects are not covered by this warranty. Tile is subject to variation in technical specifications, including the dynamic coefficient of friction (DCOF), due to inherent variability in the raw materials and production process. Express technical specifications 06012015 are not guarantees of minimum or maximum thresholds of performance. Tile containing abrasives create a rough surface, creating cleaning challenges because dirt and other contaminants lodge in the surface. Extra attention is necessary to ensure contaminants are removed promptly.

Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only. American Olean does not recommend its products for use on ceilings or roofs, unless specifically disclosed as being suitable for ceilings or roofs in product literature. Local building codes may dictate minimum tile performance specifications. American Olean does not warrant product installations that violate building codes.

Natural Stone products are mined and cut from natural formations. Because these products are not subject to a manufacturing process, quality warranties are limited to the specified representations in product literature and guidelines established by the Marble Institute of America. American Olean does not warrant natural stone products for shade, size, thickness, warping, cleft variations, surface finish variations, or other natural variances on stone products.

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## Additional Exclusions (continued)

Photographic color images may not be an exact product match. Product samples are representative only and may not be an exact match to supplied materials due to variations in batch manufacturing or naturally occurring stone. Supplied materials may have slight differences in color, shade, and/or surface appearance.

## REMEDY LIMITATION & DISCLAIMER

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If a defect in materials or workmanship is discovered within the one-year period, American Olean will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy product defects. Buyer's remedy is limited to replacement or repair of the defective product. No consequential (including, but not limited to, lost profits) or incidental damages are recoverable. American Olean disclaims all express warranties not contained in this limited express warranty. No person has authority to make representations other than those in this writing. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of American Olean immediately (1-800-933-TILE).

LEGAL NOTICE: WARNING – TILE AND INSTALLATION PRODUCTS CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, REPRODUCTIVE HARM, RESPIRATORY HARM OR OTHER HEALTH PROBLEMS. FOR MORE PRODUCT-SPECIFIC INFORMATION ON CHEMICAL CONTENT, OBTAIN AN MSDS AT AMERICANOLEAN.COM OR CONTACT AMERICAN OLEAN AT 1.800.933.TILE.

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## TO MAKE A CLAIM

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1. The original purchaser must notify a American Olean Sales Service Center or an authorized representative in writing within 30 days of the discovery of any defect.
2. After notification, American Olean or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action Form. No claim will be honored without product inspection by American Olean or an authorized representative.
3. Upon determination that the product defect claim is valid, American Olean will notify the purchaser in writing. American Olean reserves the right to repair, replace or refund the originally purchased product at its sole discretion.