# **Diamond** NØW<sup>\*\*</sup>

**Lifetime Limited Warranty.** Diamond Now warrants to the original consumer purchaser, for as long as they own their homes, that Diamond Now cabinetry, hinges, drawer glides, and drawer/door hardware ("Products") shall be free from defects in material and workmanship under normal use. This warranty is only applicable to Products used in residential applications within the United States or Canada and is not transferable to subsequent owners. Original Consumer Purchaser means the person who owns and occupies the home in which the Product is initially installed or purchases the dwelling from the builder/contractor/developer and is the first occupant of that dwelling.

#### What This Warranty Does Not Cover

The Limited Warranty does not apply to Product: (i) installed outdoors; (ii) used for purposes for which it is not designed or intended by Diamond Now; (iii) which has been subjected to misuse, vandalism, abuse, negligence, or accident; (iv) which has been improperly stored (if Product must be stored, it should be covered and stored in a humidity/temperature controlled environment away from direct sunlight); (v) which has been improperly installed, cleaned, or maintained; (vi) which has been subjected to improper temperature and/or humidity extremes (temperature outside the range of 50-85°F, humidity outside the range of 30-55%); (viii) fire, flood, and acts of God; (ix) exhibiting normal wear and tear; and (x) not purchased in, or installed in, the United States or Canada.

In addition, natural woods may vary in color and characteristics and exhibit subtle changes as they age. For example, painted doors, drawer fronts, and face frames may eventually have visible cracking around the joint area, and cabinet colors may be darker or lighten over time. Sunlight, smoke, and other environmental conditions may also affect the color and integrity of the Product finish or appearance over time. These variations are considered to be the nature of the material in relation to their environmental exposure and are not covered under this Limited Warranty. Certain household cleaners and other substances may also affect the color and integrity of the Product's finish or appearance over time. Avoid using abrasive cleaners, cleaners that contain chlorine, acidic cleaners, scuffing sponges or steel wool because they may scratch and affect the color or finish of the Products. Any such effects on the color and/or integrity of the finish or appearance over time are not covered by this Limited Warranty.

### Warranty Holder's Sole and Exclusive Remedy Under This Limited Warranty

In the event of non-conformity in workmanship or materials in one or more components of the Product, Diamond Now's sole obligation is, at its sole option, to repair or replace any non-conforming component. This is the warranty holder's sole and exclusive remedy for the Product under this Limited Warranty. By way of example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (i) labor costs for the removal, or reinstallation of the Product, or non-conforming part thereof; (ii) labor costs or material charges for the removal, reinstallation, refinishing of other items or building materials (such as, but not limited to, counters, sinks, tiles, flooring, or plumbing fixtures) which must be removed, replaced, reinstalled, or refinished in order to repair or replace the non-confirming Product. When a claim or warpage/joint separation/wood growth is submitted, Diamond Now may, at its sole option and after inspection, defer action for 12 months to allow the Product to acclimate to the installed environment.



The repair or replacement obligations under this Limited Warranty are contingent upon the current Product offerings of styles and construction options within the Diamond Now Product line at the time of the warranty claim. If a warranty claim is filed for an obsolete Product and Diamond Now elects to repair or replace the non-confirming obsolete Product, Diamond Now reserves the right, at its sole option, to honor its repair or replacement obligations under this Limited Warranty by either: 1)replacing the affected component with a new component of the same style or approximate color; or 2) replacing the affected component and any other component(s) to achieve a uniform appearance with a similar and comparable product style or approximate color of the originally purchased style. If components are replaced or repaired, Diamond Now cannot guarantee that the finish and appearance of other Product installed at the premises. This is due to the changes that occur during the cabinetry woods' natural aging process, affecting its color and grain.

## **DISCLAIMER OF WARRANTIES**

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW. SOME STATES, PROVINCES, OR TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SOME STATES, PROVINCES, OR TERRITORIES DO NOT ALLOW THE EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, OR TERRITORY TO TERRITORY. EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL KITCHEN CLASSIC'S ENTIRE LIABILITY EXCEED THE PURRCHASE PRICE OF THE PRODUCT WARRENTED HEREUNDER, OR THE NON-CONFORMING PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.

#### **Warranty Claims**

To obtain benefits under this Limited Warranty, contact your authorized Diamond Now dealer or distributor who will arrange for inspection of the Product. A dated sales receipt as proof of purchase is required to obtain benefits from this Limited Warranty. If you have difficulty obtaining assistance, please write to:

Diamond Now Customer Service P.O. Box 420 Jasper, IN 47547-0420 1-844-614-0002 diamondatlowes.com