

Pearl MantelsTM Disclaimer Statement & Limited Product Warranty

<u>WARNING</u>: FAILURE TO ADHERE TO THE FOLLOWING NOTICES AND WARNINGS MAY CAUSE SERIOUS PERSONAL INJURY, PROPERTY DAMAGE, OR FIRE HAZARDS AND WILL <u>VOID</u> YOUR LIMITED WARRANTY:

NOTICE: RECOMMENDED HEAT CLEARANCES- For safety precautions, regardless of which Wood, MDF, Cast Stone or Non-Combustible Pearl Mantels product you are mounting, follow heat clearances as stated **by local building codes** and the **manufacturer** of your fireplace insert or stove for **COMBUSTIBLE** shelves and surrounds. For a shelf that has a depth under 9", strictly follow heat clearance instructions from the manufacturer for a 9" depth relative to **COMBUSTIBLE** mantels. Each fireplace insert/stove is unique and will have a different heat output and heat clearance; some may require a heat deflector. Follow the manufacturer's installation instructions for your fireplace insert or stove. It is highly recommended that you consult a professional prior to installation of the fireplace insert or stove.

NOTICE: <u>DON'T ACCEPT IT UNTIL YOU INSPECT IT</u> PLEASE INSPECT PRODUCT UPON RECEIPT:

- Inspect your shipment & product completely both externally and internally for any product damage.
- Is the carton damaged? Is there concealed product damage?
- If you find any damages, reject the shipment and report such damages immediately (within 7 days) to the seller from whom you purchased the product.

WARNING:

- -Pearl MantelsTM does not assume responsibility and disclaims liability for losses, damages, injuries or expenses arising from the installation of the mantel. Each fireplace insert/stove is unique and will have a different heat output; some may require a heat deflector. Follow the manufacturer's installation instructions for your fireplace insert or stove. It is highly recommended that you consult a professional prior to installation of fireplace insert or stove. -Finished mantels are hand painted/finished giving each piece its own unique identity. Due to this process we cannot guarantee any exact match to website pictures, displays, samples, or previously made mantels.
- -Unfinished wood mantels will have true characteristics of unfinished wood including, but not limited to, different color tones, grain characteristics and knots, all of which are unique and natural traits of unfinished wood. As every tree is different, so is every unfinished board, and each will accept stain and paint differently. We cannot guarantee any exact match to website pictures, displays, samples, or previously made mantels. We recommend consulting a professional before finishing your products.
- -Lifestyle product photos and drawings are for illustrative purposes only and may not be an exact representation or placement of the product.
- Pearl MantelsTM reserves the right to make running minor design changes which may be different than website pictures, displays, samples or previously made mantels.

LIMITED PRODUCT WARRANTY:

Pearl MantelsTM provides a <u>limited one-year warranty</u> from the date of purchase ("Warranty Period") to the original consumer/purchaser that its products will be free of defects, provided the product is used as intended under normal circumstances.

This warranty DOES NOT cover the following:

- 1. damage caused by ordinary wear and tear;
- 2. damage caused in transit, i.e. freight damage;
- 3. damage caused by improper installation, accidents (i.e. drops) or improper maintenance, including without limitation failure to adhere to the RECOMMENDED HEAT CLEARANCES notice printed above;
- 4. damage caused by general misuse or abuse of the product;
- 5. damage caused by failure to strictly adhere to local building codes for COMBUSTIBLE mantels;
- 6. damage caused by failure to strictly adhere to the manufacturer of your fireplace insert or stove's instructions for heat clearances for <u>COMBUSTIBLE</u> mantel shelves and surrounds. For a shelf that has a depth under 9", strictly follow heat clearance instructions from the manufacturer for a 9" depth relative to COMBUSTIBLE mantels;
- 7. damage caused by climatic/environmental conditions;
- 8. mantels that are not an exact match to website pictures, displays, samples, or previously made mantels;
- 9. mantels accepted with damage and not reported to the seller from which the products were purchased within 7 days of receipt.
- 10. mantels that have had a minor running design change (i.e. scribe molding design change, enhanced construction change...)

<u>Making a Warranty Claim:</u> Detailed photos of the product and the specific warranty issue are <u>required</u> to submit your claim. To initiate a claim, you must complete a Pearl MantelsTM Product Claim Form within the Warranty Period and submit it to sales@pearlmantels.com for review.

Remedies: With respect to any product deemed defective by Pearl MantelsTM during the Limited Product Warranty period: Pearl MantelsTM will replace the defective product, free of charge.

This limited warranty covers only the original purchaser of the product and is not transferable to subsequent owners or purchasers and is void if the product has been installed incorrectly, moved from its initial place of installation or if the product has been altered or modified in any manner inconsistent with the original product shipped by Pearl MantelsTM.

DISCLAIMER: THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND PEARL MANTELSTM ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. PEARL MANTELS LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. PEARL MANTELSTM DISCLAIMS ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF BREACH OF THIS LIMITED WARRANTY. ASIDE FROM THIS LIMITED WARRANTY THERE SHALL BE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU, BUT ONLY TO THE EXTENT IT IS DISALLOWED BY THE LAW OF SUCH STATE.