

TMP Inc. / 1395 South Marietta Parkway Building 800 Suite 100 Marietta, GA 30067 **Telephone:** (770) 447-0061 **Fax:** (770) 447-0063

RESIDENTIAL 10 YEAR QUALITY WARRANTY

The following is the Residential Warranty issued by The Tile Doctor[®], for Litokol[®] branded tile products and Tile Doctor[®] branded tile products. The Tile Doctor[®] warrants that Litokol[®] branded tile products and Tile Doctor[®] branded products are manufactured according to the American National Specifications Institute, and meet or exceed these requirements when applicable.

The products covered under this warranty are:

- Litokol[®] branded tile products
- Tile Doctor[®] branded tile products.
- The Tile Doctor[®] branded tile products.

10 YEAR QUALITY WARRANTY

With proper care and maintenance, Litokol[®] tile products and Tile Doctor[®] products are manufactured according to industry standards to last a lifetime or as directed on the package. All first quality Litokol[®] and Tile Doctor[®] and The Tile Doctor[®] products are warranted to be free of defects for their expected use in Residential Applications. This warranty only applies to residential applications of the products and only for as long as the original purchaser owns and resides in the home where the products are installed.

WHAT IS COVERED UNDER THE TILE DOCTOR WARRANTY SERVICE?

Should a product quality defect covered by this warranty be found, The Tile Doctor[®] will authorize one of the following remedies at the sole discretion of The Tile Doctor[®]: The affected area to be repaired in compliance with this warranty, or provide a refund of the original purchase price paid, or provide replacement product upon return of unused product. The Tile Doctor[®] is not responsible for damages caused by use of the product outside the directed guidelines of that product. The Tile Doctor[®] is not responsible for failure resulting from normal wear and tear. Determining suitability of the product for any intended purpose shall be solely the responsibility of the user.

As directed on the product label, customer should always test product in an inconspicuous area to ensure the desired results can be achieved prior to full usage. The above-described remedy is the purchaser's sole and exclusive resolution for claims under this limited warranty.

EACH RESIDENTIAL 10 YEAR QUALITY WARRANTY FROM TILE DOCTOR[®] IS SUBJECT TO THE FOLLOWING CONDITIONS:

This Residential 10 Year Quality Warranty is valid only in North America. The warranty is not transferable. It applies only to the original retail purchaser. This limited warranty applies only where the affected area(s) of the Litokol[®] tile products or The Tile Doctor[®] or Tile Doctor[®] products used. The products must be used in accordance with industry standard practices and the Tile Doctor's[®] recommended installation instructions. Damage arising from any misuse voids this warranty:

HOW TO MAKE A CLAIM

The original purchaser should notify the Tile Doctor[®] within 15 days of discovery of the issue and within the time period of this limited warranty.

The original retail purchaser must present the following items for a warranty claim to be considered:

A detailed description of the problem submitted in writing via email along with photographs that will allow a clear demonstration of the problem being claimed. And, a valid purchase receipt showing where product was purchased, date of purchase, and proof the person making the claim was the original purchaser.

<u>Please Note:</u> The Tile Doctor[®] does not grant to any person or entity the authority to create for it any obligation or liability in connection with Litokol[®] tile products or The Tile Doctor[®] or Tile Doctor[®] branded products. The Tile Doctor[®] shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability). All implied warranties are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such right may vary from State to State.