



## **Emser Tile® 1- Year Limited Warranty and Limitations on Liability**

**Limited Warranty** - Emser offers a warranty on its products to the original purchaser, for one year from the date of purchase, to be free of manufacturing defects.

Emser warrants only to its immediate customers and to no other person that its products will, on the date of ship, meet the foregoing terms of Emser's Bid Confirmation, Order Acknowledgement, or Sales Order pursuant to which such products were sold.

Tile and natural stone are subject to standard variances resulting from the manufacturing process or origin. Emser does not provide warranty on products that are within the industry standard variance levels.

1. **Defects and Claims.** In the event of a defect within any product distributed to Customer by Emser, Customer agrees to notify Emser immediately upon becoming aware of such defect. If a defect in manufacturing or coloring is identified in advance of installation, Customer agrees to not install any defective product without the written agreement of Emser.

Emser reserves the right to inspect any and all defects prior to any repair, remediation or settlement of such defect. In the event that Emser is requested to participate in the repair, remediation or settlement of any defect, Emser must be included in all discussions and decisions related to such repair, remediation and/or settlement. In the event that Customer fails to notify Emser on a timely basis, or fails to allow Emser the right of inspection, discussion or decision making in advance of repair, remediation or settlement of any defect, Customer agrees to release Emser from any liability for the defect or claim.

Customer misuse including negligence, physical or chemical abuse is not covered by this warranty. Improper installation, installation defects or errors are not covered by this warranty. Warranty claims must be submitted in writing 30 days upon discovery of the proposed defect.