

Evergreen by Debra, LLC 1-Year Limited Warranty

Evergreen by Debra, LLC warrants that Tile products provided 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 Tile Industry Standards and Specifications as defined by *ANSI A137.1 and **ANSI A137.3, within industry-allowable tolerances as set forth in standard, national industry protocols. **THIS ONE-YEAR EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.** Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects are not covered by this warranty. 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. Visual defects or nonconformities apparent prior to installation voids this warranty.

Tile is subject to variation in technical specifications, including DCOF, due to inherent variability in the raw materials and production process. Express technical specifications 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. Evergreen by Debra, LLC does not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum tile performance specifications. Evergreen by Debra, LLC does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Product samples are representative only. Express color match warranties are only extended to actual product samples.

Other Evergreen by Debra, LLC Warranties

Implied Warranties Limited in Duration and Scope

Any implied warranty applicable to the product sale, including the implied warranty of merchantability or the implied warranty of fitness for a particular purpose is limited in duration to the duration of this written warranty or the maximum statutory period, whichever is less. Some states do not allow limitations on implied warranty duration, so the above limitation may not apply to you.

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.

Implied Warranty of Fitness for a Particular Purpose

Evergreen by Debra, LLC provides detailed information in its product literature with regard to appropriate tile and stone applications. In these specified applications, Evergreen by Debra, LLC limits the duration of the implied warranty of fitness for a particular purpose to one year or the maximum statutory period prescribed by law, whichever is less. Failure to comply with recommended applications voids this warranty.

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. Evergreen by Debra, LLC does not warrant natural stone products for shade, size, thickness, warping, cleft variations, surface finish variations, or other natural variances on stone products.

Remedy Limitation and Disclaimer

If a defect in materials or workmanship is discovered within the one-year period, Evergreen by Debra, LLC 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. Evergreen by Debra, LLC disclaims all express warranties not contained in this limited express warranty. 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 Evergreen by Debra, LLC immediately (1-808-239-6599).

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 EvergreenbyDebra.com or contact Evergreen by Debra, LLC at 1-808-239-6599.

To Make a Claim

1. The original purchaser must notify Evergreen by Debra, LLC or an authorized representative in writing within 30 days of the occurrence of any defect.
2. After notification, Evergreen by Debra, LLC 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 Evergreen by Debra, LLC, or an authorized representative.
3. Upon determination that the product defect claim is valid, Evergreen by Debra, LLC will notify the purchaser in writing. Evergreen by Debra, LLC reserves the right to repair, replace or refund the originally purchased product, at its sole discretion.

*ANSI A137.1 American national standard specifications for ceramic tile

**ANSI A137.3 American national standard specifications for gauged porcelain tile panels/slabs

