

BRUSH TILE

Limited Warranty for Braun Brush Tile

This Warranty is extended by Braun Industries (“Braun Brush,” “We,” and “Our”) to the original purchaser (“You” and its other forms) of BRUSH-TILE products. This Warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

- 1) **Warranty Coverage:** All BRUSH-TILE products are free from manufacturing defects and will remain free from such defects during the Warranty Period.
- 2) **Warranty Period:** Five years from the date of purchase.
- 3) **Warranty Terms:** BRUSH-TILES must not be exposed to extreme variations in heat, humidity, moisture or dryness, including water saturation, or any other sources of extreme moisture or changes in ambient moisture or humidity. No Warranty coverage is provided for impact damage, vandalism, normal wear and tear, indentations, scratches, surface damage, or deformed fibers caused by failure to protect and maintain material properly. No Warranty coverage is provided for variations in color and dye lot, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight. Any damage caused to Braun BRUSH-TILES during shipping is the responsibility of the shipping company and is not covered under this Warranty.
- 4) **Disclaimer of Implied Warranties:** The terms of this Warranty provide exclusive and sole remedy available to You. This Warranty supersedes any other representations and Braun Industries specifically **DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING OF USAGE OF TRADE.**
- 5) **Warranty Claims:** If the BRUSH-TILE product does not conform to the terms of this Warranty, You must notify Braun Industries within thirty days of when You discovered the defect, or when you should have discovered the defect in the ordinary exercise of due care. You must provide Braun Industries with a reasonable opportunity to inspect or examine the defective or nonconforming BRUSH-TILE before You undertake any repair, removal, or replacement of the BRUSH-TILE . Your failure to comply with the requirements of this paragraph will void your Warranty Coverage.

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6) **Warranty Remedies:** Following notice of any defect and submission of a Warranty Claim by You, Braun Industries, at its sole option and discretion, shall provide conforming BRUSH-TILES to replace any nonconforming or defective BRUSH-TILES, refund the purchase price of, or refund the percentage of the purchase price for the nonconforming BRUSH-TILES equal to the percentage of the Warranty Period remaining when You notified Braun Industries of the defect. In no event shall Braun Industries be liable for any cost or damages associated with the removal or reinstallation of the BRUSH-TILE, or the cost of removing any fixtures or items of furniture.

7) **Exclusion of Incidental and Consequential Damages:** IN NO EVENT SHALL BRAUN INDUSTRIES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO HAVE ARISEN UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS OR FROM ANY USE, MISUSE, OR INABILITY TO USE THE PRODUCT DUE TO DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.