Giorbello LIFETIME LIMITED WARRANTY

Elegant Tile Products

Thank you for your interest in Giorbello™ products.

CLAIMS

Before installing, please check color, size and quality. Installation should be carried out by a licensed tile contractor. No claims can be made after product has been installed.

DYE LOTS

Giorbello ships each order from the same dye lot, however subsequent orders are not guaranteed to match previous orders.

DAMAGE DURING SHIPPING

All shipments are insured. We use extra care when packaging your tile; however, sometimes products do get damaged during shipping. When you receive a package from a shipper and it is damaged, you must contact us within 5 calendar days from the date of receipt (sooner is preferred) and report that the package arrived in damaged condition. This is because shipping companies have specific regulations for returns of damaged goods and we need to file claims within their stated terms. Upon notification of a damaged shipment we will process the claim with the shipping company; meanwhile, we will re-ship the damaged goods. If the package is damaged when it arrives do not refuse delivery, rather accept it and assess the extent of damage to the goods. Refusing delivery will further delay your receipt of replacement goods as we need to wait for the return before we can assess the damage. You will need to keep all original packaging, including cartons and contents, until the claim resolution process is finished (up to 2 weeks). It may be necessary to make the packaging available to the shipping company for inspection.

WARRANTY

Giorbello, Inc. ("Giorbello") extends the following warranty for Tile Products (the "Product") used in the United States. Authorized Sellers and employees of Giorbello have no authority to make any warranty or authorize any remedies in addition to or inconsistent with the terms of this warranty. This warranty gives you specific legal rights. You may also have other rights that vary from state to state.

Giorbello warrants to the original purchaser that its product is free from defects in work-manship and materials. This warranty applies for the lifetime of the original purchaser, for residential use only. With the exceptions and on the conditions stated below, should the product fail, Giorbello, will replace it with the same or similar product free of charge or will refund the purchase price at Giorbello's sole discretion.

This warranty applies only to the original purchaser of the Product in the United States and is non-transferable. This warranty applies only to products purchased directly from Giorbello or an Authorized Seller. It does not apply to purchases made from unauthorized third parties. You will be asked to submit valid proof of purchase, so please retain your original receipt.

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Giorbello's obligation under this warranty does not extend to damages resulting from any of the following:

- installation prior to inspection;
- assembly, operation, or maintenance of the Product not in accordance with the provided instructions;
- installation or use which does not comply with state or local building codes and ordinances;
- ordinary wear and tear or any damage caused by shipping, improper handling, accidents, fading, staining, natural weathering, water damage, flooding, fire, explosion, earth movement including earthquake, abuse, misuse, alterations or unworkmanlike repairs, or improper operation;
- purchaser's own material choices;
- permanent stains caused by lotions, oils, or other substances;
- discoloring of the Product due to unreasonable use; or
- modification of the Product not expressly authorized and approved in writing by Giorbello.

Any of the circumstances described above voids this warranty. This warranty is void if the Product has been removed, repaired, or replaced before Giorbello has been afforded a reasonable opportunity to inspect the Product.

This warranty is limited to the replacement of defective Products or workmanship and Giorbello may fully discharge its obligations under this warranty by replacing or refunding, at its discretion, the defective product. Giorbello will provide replacement products at no charge and will pay reasonable and necessary shipping costs related to replacing defective products under this warranty. The maximum amount recoverable under this warranty is limited to the purchase price of the Product and if Giorbello is unable to provide a replacement in an expedient and cost-effective manner, Giorbello may discharge all obligations under this warranty by refunding the purchase price of the Product.

GIORBELLO EXCLUDES AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY CONSEQUENTIAL. INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE ARISING OUT OF THE SALE, INSTALLATION, MAINTENANCE, USE OR FAILURE OF ANY GIORBELLO PRODUCT, EVEN IF GIORBELLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN ALL EVENTS, GIORBELLO'S LIABILITY WILL BE LIMITED TO REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE PAID, AT GIORBELLO'S SOLE DISCRETION.

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TO THE FULLEST EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE, AND GIORBELLO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INLCUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, BUT YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE.

To obtain service under this warranty you must:

- Send written notice of the claimed condition to:
 Giorbello, Inc.
 6423 English Muffin Way., Suite A
 Frederick, MD 21703
- 2. Provide written affirmation and your original sales receipt proving you are the original purchaser of the Product.
- 3. Allow Giorbello reasonable opportunity to investigate the claim, including reasonable opportunity to inspect the Product prior to any replacement or refund and before the Product or any component of the Product has been removed.
- 4. If the complaint is covered by warranty, Giorbello will arrange for a replacement or refund of the defective product. If replacement is necessary, Giorbello will attempt to replace the defective product with the same style and color as the original product or with a similar style and color if the original style and color is no longer available.