



ONE YEAR LIMITED WARRANTY STATEMENT

TERMS OF THE WARRANTY

This limited warranty of SUNWINGS applies to flooring and surfacing products manufactured or distributed by SUNWINGS. The product purchased will be free from defects in material and workmanship for a period of one year from date of purchase. Defect is defined as a shortfall in the product to perform within industry allowable tolerances as set forth in standard, national industry protocols. Appropriate tile and stone applications are detailed in the product information provided by SUNWINGS. This warranty is deemed void if the recommended applications are not followed.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, SUNWINGS MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUNWINGS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

Implied Warranty of Fitness for a Particular Purpose

Appropriate tile and stone applications are detailed in the product information provided by SUNWINGS. This warranty is deemed void if the recommended applications are not followed. No other warranties are applicable beyond the details mentioned hereof.

What is not covered by this warranty?

All warranty claims must be reported immediately. All products must be inspected prior to installation. After installation, SUNWINGS disclaims any liabilities.

This warranty will not cover –

- Damage from customer misuse including negligence, physical, or chemical abuse
- Defect due to installation
- Variation in technical specifications are inherent due to variability in the raw materials and production process.

SUNWINGS does not warrant product installations that violate building codes. Local building codes may dictate minimum tile performance specifications.

Natural stone products inherently lack uniformity and are subject to variation in color, shade, finish, etc. It is recommended to blend tiles from different boxes when installing. Natural stones may be characterized by dry seams and pits that are often filled. The filling can work its way out and it may be necessary to refill these voids as part of a normal maintenance procedure. All natural stone products should be sealed with a penetrating sealer.

Additional Exclusions

Pictures and photographic images may not match the actual product. Due to natural and batch variations, product samples may not match to supplied materials. Differences in color, shade, and/or surface appearance can be expected in the supplied materials.

This One Year Limited Warranty is limited to the original purchaser of the MSI product. In newly constructed single-family residences where SUNWINGS product has been installed, the warranty is available to the original owner and resident and is non-transferable.

Limitations of Remedy

In the event that, within the warranty period, a defect in materials or workmanship is discovered, buyer may claim to replace or repair the defective product only. SUNWINGS will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy the product are made. No consequential (including, but not limited to, lost profits) or incidental damages are recoverable. SUNWINGS disclaims all express warranties not contained in this limited express warranty.

THE WARNING IS INTENDED TO HELP CALIFORNIANS MAKE INFORMED DECISIONS ABOUT PROTECTING THEMSELVES FROM CHEMICALS KNOWN TO CAUSE CANCER, BIRTH DEFECTS, OR OTHER REPRODUCTIVE HARM. TILE AND INSTALLATION PRODUCTS CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE THESE CONDITIONS.

TO MAKE A CLAIM

To obtain remedies under this Warranty, SUNWINGS must receive Consumer's claim before the end of the Warranty Period.

1. Notify SUNWINGS upon discovery of any defect.
2. An SUNWINGS associate or an authorized representative will inspect and/or test the product for defect.
3. Once the defect is validated, SUNWINGS will notify the buyer in writing. SUNWINGS reserves the right to remedial action in the form of repair, replace or refund the originally purchased product.