

## **Limited Product Warranty**

APOLLO TILE warrants that manufactured products will be free from defect for a period of one year from the date of purchase. Defect is defined as a shortfall in the product to perform to specifications as disclosed in the product or trade literature, within industry's allowable tolerances as set forth in standard, national industry protocols. APOLLO TILE's liability shall be limited to the return of the purchase price of defective product only or replacement of defective product by similar product. This one-year express warranty is the sole warranty extended and replaces any statutory warranties to the maximum extent allowable by law. Customer's misuse including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects or installations that violate building codes 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. Manufactured tile is subject to variation due to an inherent variability in raw materials and production processes. All products should be inspected prior to installation. Natural stone products, including, but not limited to, travertine, limestone, granite, marble, onyx, and slate, and natural shell products are products of nature mined and cut from natural formations which may inherently contain high levels of variation. Because these products are mined and cut from natural formations instead of manufactured, quality warranties are limited to the specified representations in APOLLO TILE product descriptions, trade product literature, and guidelines established by the Marble Institute of America. APOLLO TILE does not warrant natural stone products for shade, size, thickness, warping, cleft variations, surface finish variations, or other natural defects on stone products as they are inherent characteristics of natural stone. Variations in facial dimensions and thickness will be allowed as per industry standards.

Product damage caused by improper installation methods, installing in unsuitable environments, other misuse, abuse, accident, or improper maintenance is not covered by this warranty. No warranties are made against crazing, scratching or wear due to: improper installation-including improper alteration of the surface with sealers or grout, falling objects, abuse, misuse, exposure to extreme temperatures, using improper chemicals or compounds, non-foot traffic wear or other similar incidents.

In no event shall Apollo tile's liability on any claim exceed the purchase price paid for the product

This limited warranty shall constitute the full extent of Apollo tile's liability and is in place of all other warranties or representations, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose.