

## 10 YR Wear & Finish

# **Residential Limited Warranty**

### **CUSTOM®** Branded Tile Trims

### Manufactured by Columbia Aluminum, LLC

#### CUSTOM Building Products branded tile trims manufactured by Columbia Aluminum

**Products, LLC** come with a Residential *10 Year Limited Warranty from date of installation,* covering manufacturing defects, premature wear or finish, including color when used under normal use in residential applications. All products will conform for a period of 10 years up to the original product and contract description with only such reasonable variations as is acceptable in the trade.

**COVERAGE AND CONDITIONS:** Subject to the conditions and limitations as stated hereinafter, Columbia Aluminum Products warrants to the original owner, trims manufactured by Columbia Aluminum Products and sold through The Home Depot will be free from manufacturing defects for a period of ten (10) years from the date of purchase and only when the Products are used and installed in accordance with the terms and conditions of the Custom Building Products and/or Columbia Aluminum Products Installation Guide and/or industry standard guidelines that are not in conflict with the data sheet in effect at the time of installation. The warranty is not transferrable.

It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and all associated building materials for the owner's intended use. Visual defects or nonconformities apparent prior to installation are not covered by this warranty and the product should be returned to the store before installation. Columbia Aluminum Products will replace any defective product found if said defect is identified before installation. If a defect is found after install Columbia must be notified in writing within 10 days of installation.

Further, this warranty does not cover other damage (e.g., scratches, discoloration, fading, chemical spills or acidic cleaners. etc.) caused by impacts, accidents, improper install, improper use or maintenance. Warranty does not include sales of "Seconds" or "Imperfect" goods. The warranty is also void if installed with non approved or non-recommended adhesives, thin set mortars or installed outdoors. It is recommended that the owner consult an experienced and professional installer on all tile trim projects.

**RESOLUTION**: If the Products fail to meet this warranty, then the owner's exclusive remedy and the sole obligation of Columbia Aluminum Products, at its election, shall be to a) reimburse original purchaser the cost of any defective product or replace defective product with like product or the lesser cost of b)compensating original purchaser retail cost of defective trims and up to \$200 for labor and replacement tile parts that directly abuts the defective trim or ) pay an amount not to exceed the original square foot cost of the installation of the tile assembly verified to be defective.

Tile assembly is defined to include all defective Columbia Aluminum Trims and Profiles, non-reusable tile surfaces that abuts the tile trims and the appropriate setting and grouting materials used to set the trims originally. Further, due to conditions beyond the control of Columbia Aluminum Products (e.g., color and shade availability of tiles or other wall or flooring substrates, discontinuation of previous products used or normal wear and tear), Columbia Aluminum cannot guarantee or warrant an exact match to the specific tile, stone, or other covering materials used in the installation. In such events, substantially similar materials may be substituted.

DISCLAIMER: THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY AS STATED ABOVE. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. COLUMBIA ALUMINUM PRODUCTS EXCLUDES AND IN NO EVENT SHALL HAVE ANY LIABILITY FOR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE PRODUCTS OF WHICH THEY ARE PART, NOR MISUSE OF THE PRODUCTS, REGARDLESS OF ANY STRICT LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR EXTRA-CONTRACTUAL OR OTHER), NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, INTENTIONAL ACTS OF DESTRUCTION OR ANY LOSSES DUE TO STRUCTURAL FAILURE OR OTHER CAUSES UNRELATED TO THE PRODUCTS OR DELAYS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, SOME STATES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TRANSFERABILITY: This Limited Warranty extends ONLY to the original end user (defined as the original intended owner and user of the property/unit in which the installation is incorporated - herein referred to as "Owner") and is not transferable or assignable

**MODIFICATIONS TO WARRANTY**: No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by the Technical Director or an Officer of Columbia Aluminum Products.

**EFFECTIVE DATE**: This warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Columbia Aluminum Products relative to the Products or the application of the Products and shall apply to any installation occurring on or after November 1, 2015.

**CLAIMS ON THIS LIMITED WARRANTY**: To make a claim under this Limited Warranty, the owner must provide Columbia Aluminum Products with written notice within 30 days of any alleged defect in the Products covered by this Limited Warranty, together with date and proof of purchase of the Products, proof of the costs of the original installation and name and address of all installers, failing which this Limited Warranty shall be of no legal effect. Columbia Aluminum reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition. All claims shall be sent to: Columbia Aluminum Products, 2565 Sampson, Corona, CA 92879, and Attention Claims Department.

\*CUSTOM AND Custom Building Products are registered trademarks of Custom Building Inc; a Quikcrete Company. Columbia Aluminum, LLC is a private held company in Corona, California that manufactures tile trims under the Custom brand. All warranty claims are the sole responsibility of Columbia Aluminum Products. All warranty claims, questions and issues should be referred to:

Columbia Aluminum Products, 2656 Sampson Ave, Corona, CA 92879

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