



TEN YEAR LIMITED WARRANTY

Adornus Cabinetry, LLC (“Adornus”) extends the following 10-year limited warranty (“Limited Warranty”) to the first residential purchaser (“Residential Purchaser”) of any cabinet sold by Adornus (each, a “Product”). This Limited Warranty is only applicable to Products sold to the first Residential Purchaser and used in the applications described below within the United States. Residential Purchaser may not assign or transfer this Limited Warranty. Under this Limited Warranty, a “Residential Purchaser” means any of the following:

a person who purchases and installs the Product in a dwelling that is owned and used by that person as his/her primary or secondary home; or

any person or business such as a builder, contractor or developer that purchases and installs the Product in a newly constructed or remodeled dwelling that will be used by the initial owner/purchaser of that dwelling as a primary or secondary home. In such situation, this Limited Warranty may be assigned to the initial owner/purchaser who uses the dwelling as a primary or secondary home, but may not be transferred or assigned to subsequent owners of the dwelling.

Under this Limited Warranty, a primary or secondary home does not include rental property. This Limited Warranty does not apply to landlords, leasing companies, or other commercial purchasers.

Subject to the exclusions and limitations set forth in this Limited Warranty, Adornus warrants to Residential Purchaser that each Product will be free from defects in material and workmanship, under normal use and maintenance, for the applicable warranty period stated below. This Limited Warranty gives Residential Purchaser specific legal rights, and Residential Purchaser may have other rights which vary from State to State.

This Limited Warranty for Residential Purchasers begins on the date the Product was purchased, whether purchased by the Residential Purchaser or by a third party on Residential Purchaser’s behalf. This Limited Warranty is only valid if Residential Purchaser uses the dwelling as his/her primary or secondary home and does not extend to future owners if the property is sold.

THIS LIMITED WARRANTY IS ADORNUS’ SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY APPLICABLE TO THE PRODUCT AS STATED HEREIN, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ADORNUS BE LIABLE TO THE RESIDENTIAL PURCHASER OR ANY THIRD PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM PERSONAL INJURY, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROPERTY, ECONOMIC LOSSES, OR STATUTORY OR EXEMPLARY DAMAGES, WHETHER FROM NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE.

EXCLUSIONS: This Limited Warranty does not apply to any Product:

- installed or used outdoors;
- used for purposes for which it is not designed or intended by Adornus;
- that has been subjected to misuse, vandalism, abuse, negligence, accident, or unauthorized modifications;
- that has been improperly stored (if the Product must be stored, it should be covered and stored in a humidity and temperature-controlled environment, away from direct sunlight);

- that has been improperly installed, cleaned, or maintained (for more information regarding the proper use
- that has been improperly installed, cleaned, or maintained (for more information regarding the proper use and care of the Product, please consult the applicable Use and Care Instructions that accompanied the Product.
- that has been subjected to improper temperature, moisture and/or humidity extremes (temperature outside the range of 50-85°F (10-29°C) and humidity outside the range of 30-55% are considered extreme);
- damaged by fire, flood, acts of God, or other external causes beyond Adornus' control; varying in color and characteristics due to age, sunlight, smoke, or other environmental conditions;
- exhibiting any effects on the color and/or integrity of the finish or appearance due to the use of abrasive cleaners, cleaners that contain chlorine, acidic cleaners, scuffing sponges or steel wool; and/or
- exhibiting normal wear and tear.

In addition, natural woods may vary in color and characteristics and exhibit subtle changes as they age. For example, painted doors, drawer fronts, and face frames may eventually have visible cracking around the joint area, and cabinet colors may darken or lighten over time. These variations are considered to be the nature of the material in relation to their environmental exposure and are not covered under this Limited Warranty.

SOLE AND EXCLUSIVE REMEDY: In the event of a defect in the workmanship or materials of a Product occurring during the Limited Warranty period described above, Adornus will, at its sole option, repair or replace any defective Product or Product component; provided, if it is not commercially feasible to repair or replace a defective Product or Product component, Adornus may refund the original price paid by Residential Purchaser for the defective Product or Product component, or provide a credit towards a similar type of product sold by Adornus. The foregoing, at Adornus' option, are the Residential Purchaser's sole and exclusive remedies for any Product defect or non-conformity. In addition, by way of example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (1) labor costs for the original installation, removal, or reinstallation of the Product, or any defective part thereof; (2) labor costs or material charges for the removal, reinstallation, repainting, refinishing or replacement of any other items or building materials which must be removed, replaced, reinstalled, or refinished in order to repair or replace the defective Product or component. For example, costs associated with the following will not be reimbursed: counters, sinks, tiles, flooring, accessories, appliances or plumbing fixtures. When a claim for warpage, joint separation or wood growth is submitted, Adornus may, at its sole option and after inspection, defer action for up to twelve (12) months to allow the Product to acclimate to the installed environment. Further, Adornus reserves the right to modify or alter any Product design, specifications or materials without obligation to make similar changes to Products previously sold by Adornus. The repair or replacement remedies offered by Adornus under this Limited Warranty are contingent on the current Product offerings of styles and construction options within Adornus' Product line at the time a warranty claim is made by Residential Purchaser. If a valid warranty claim is filed for an obsolete Product, Adornus reserves the right, at its sole option, to honor its repair or replacement obligations under this Limited Warranty by either: (1) replacing the affected Product or component with a new Product or component of the same or approximate style or color from Adornus' current Product line or offerings; or (2) replacing the affected Product or component to achieve a uniform appearance with a similar or comparable product style or approximate color of the originally purchased Product style. If a Product or components are replaced or repaired, Adornus cannot guarantee an exact match with the finish or appearance of other products or fixtures installed at Residential Purchaser's dwelling. This is due to changes that may occur during the Products' natural aging process, which may affect its color and/or grain.

LIMITATION OF LIABILITY: Except as otherwise required by applicable law, the remedies described above are the Residential Purchaser's sole and exclusive remedies and Adornus' entire liability for any breach of this Limited Warranty. Adornus' total liability shall under no circumstances exceed the actual amount paid by Residential Purchaser for the defective product.

All potential claims hereunder must be submitted to Adornus, in writing, at the address below and must specify the defects present in the Products and/or Product components.

