

## ABET Corp. Limited Warranty

ABET Corp. is located at 5195 Timberlea Blvd, Mississauga, ON L4W 2S3

**1. Product Description.** Abet decorative laminates sold by ABET Corp. (the "Product"). The Product is a decorative surface.

**2. 1 Year Limited Warranty.** ABET Corp. ("ABET") warrants to the original purchaser of the Product, from the ABET invoice date for a period of one (1) year thereafter, that the Product will be free from defects in manufacture when used for its intended purpose, properly installed, and maintained according to ABET's instructions.

**3. Warranty Conditions. In order for this Limited Warranty to be effective, ALL of the following conditions must be satisfied:**

A. Upon delivery of the Product, the purchaser must inspect the Product to determine that no patent defects in the product are visible according to NEMA standard LD3-2005 Section 3. This would include any apparent visual defects. Once the Product is installed, it will be conclusively presumed that the Product is free from any and all patent defects.

B. The Product shall only be used as described in the Production Description Section of this Warranty

C. The Product must be stored, machined, assembled, installed and maintained according to instructions specified in the AWI Quality Standards manual and the NEMA LD3-2005 standards that are in effect at the time of the installation. **Failure to do so will VOID this Warranty.**

### **4. Warranty Claims.**

**A. WARRANTY CLAIMS PRIOR TO INSTALLATION.** In the event of a warranty claim after delivery and prior to the installation of the Product, and during the ONE YEAR warranty period, the original purchaser alleges that the Product is patently defective in one (1) or more areas, the original purchaser shall, (a) within thirty (30) days from the date of invoice or (b) in the event that the defect is not of a type that was discoverable prior to installation, then within thirty (30) days of the date that such defect was subject to discovery, notify ABET in writing of the alleged defect. Photographs must accompany this notice, as well as proof of purchase (i.e., the original invoice) indicating the purchase date. Upon ABET's receipt of the written notification, ABET will have a reasonable amount of time to inspect the allegedly defective Product. If ABET determines that the Product is defective, ABET shall replace the defective Product at no cost to the purchaser with delivery prepaid. ABET will not pay for and the purchaser shall be solely responsible any and all costs other than the Product itself.

**B. WARRANTY CLAIMS AFTER INSTALLATION.** In the event of a warranty claim

after installation of the Product and during the ONE YEAR warranty period, the original purchaser shall notify ABET in writing of the nature of the alleged defect or non-conformity. Photographs must accompany this notice, as well as proof of purchase (i.e., the original invoice) indicating the purchase date and the identity of the installer. Upon ABET's receipt of the written notice, ABET will be given a reasonable time to inspect the allegedly defective Product. As part of the inspection, the purchaser will provide all maintenance and care records for the Product from date of purchase. If ABET determines that the Product is defective, ABET shall replace the defective Product at no cost to the purchaser with delivery prepaid. ABET will not pay for and the purchaser shall be solely responsible for the removal of the Product and/or for the fabrication or installation of the replacement Product and any other costs other than the Product itself.

Upon discovery of a possible defect, it is the responsibility of the purchaser to provide protection of all Products until the warranty claim is processed and resolved. ANY REPAIR OF THE PRODUCT UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM ABET WILL VOID THIS WARRANTY.

**5. Limitations.** This warranty expressly excludes:

- Any damage resulting from improper fabrication, installation, maintenance or repair.
- Damage resulting from changes in ambient humidity.
- Damage from shipping and handling.
- Damage from misuse or abuse.
- Damage from settlement or any other structural changes or failures of structures.
- Damage resulting from negligent or intentional acts.
- Damage from harmful chemicals (including, without limitation, harmful cleaning compounds).
- Any other causes beyond ABET's reasonable control.

### **6. Modification or Discontinuation of Products.**

ABET reserves the right to modify or discontinue any design or color of any of its Products at any time and without notice or liability. If, for any reason, Products of the type originally purchased are no longer available from ABET at the time that a warranty claim is made, ABET may substitute another Product determined by ABET to be of comparable quality and price. Due to normal wear and tear, replacement Products may differ from Products originally purchased. ABET will, at its sole discretion, repair, replace or provide materials to refinish the Product to the original purchaser, in accordance with the terms and conditions of this Warranty.

**7. Disclaimer.** The statements in this Warranty constitute the only warranty extended by ABET for the Products. ABET DISCLAIMS ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY WILL BE MADE OR ON BEHALF OF ABET OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights. You may have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. NO AGENT, DEALER, EMPLOYEE OR REPRESENTATIVE OF ABET OR ANY OTHER THIRD PARTY IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER.

**8. Exclusion of Incidental and Consequential Damages.** ABET'S LIABILITY IS LIMITED TO ITS EXPRESS OBLIGATIONS IN SECTION 4, ABOVE. ABET EXCLUDES AND IS NOT RESPONSIBLY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS LIMITED WARRANTY, OR ANY

OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

**9. Settlement of Claim.** Any refund, repair or replacement by ABET shall constitute a full settlement and release of all claims or any purchaser for damages or other relief, and shall be a complete bar to any litigation filed subsequently to any such refund, repair or replacement.

**10. Governing Law.** The purchaser (a) agrees that this Warranty and all related matters and documents shall be construed according to and governed by the laws of the Province of Ontario, without regard to principles of conflicts of law, (ii) consents to personal jurisdiction in the Province of Ontario, and (iii) consents to venue in Mississauga, Ontario, for all actions and proceedings with respect to this Warranty and all related matters and documents, and waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought with respect hereto.