



## **Limited Warranty for KIREI PANEL PRODUCTS - Kirei USA, LLC**

This Warranty is extended by Kirei USA, LLC ("Kirei," "We," and "Our") to the original end purchaser ("You" and "Your") of KIREI® panel and tile products and systems ("Products"). This Warranty gives you specific legal rights, and you may have other rights which vary from state to state. This Warranty is meant to supersede rights arising from the Uniform Commercial Code as adopted in Your state.

We warrant to the original end purchaser that the Products are free from manufacturing defects for the Warranty Period under normal use and conditions and subject to the Warranty terms herein (the "Warranty").

"Warranty Period" means the three years from the date of delivery of the Product to You. In the event of phased delivery of an order, the Warranty Period commences upon the delivery date of the specific Product for which Warranty Coverage is being sought.

### **Warranty Exclusions and Limitations:**

The Warranty does not cover damage, defects, performance deficiencies, or changes to the Products or other issues or claims directly or indirectly based on or resulting from, in whole or in part, any one or more of the following:

- exposure to excessive variations or extremes in heat, humidity, moisture or dryness, including water saturation or exposure to the elements, chemicals, smoke, or similar abnormal conditions;
- accident, abuse, misuse, neglect, fire or flood, vandalism, normal wear and tear;
- alterations of the Product by persons other than Us;
- non-intended use or combining of the Products with incompatible materials;
- improper handling, storage, installation, or application;
- Color, shade, or other variations in color, grain, or markings ordinary to natural products, due to normal manufacturing variations, or that develop over time because of natural processes such as exposure to sunlight;
- claims, issues, or failures to the extent resulting from fasteners, hardware and other accessories manufactured by third parties (e.g. Griplock® systems) and provided or specified for use by Kirei, which items will be subject to the third party manufacturer's product warranty, if any; and
- damage caused during shipping is not covered under this Warranty.

The Warranty does not cover (i) costs or damages associated with the removal or reinstallation of Product, (ii) costs of removing any fixtures or items of furniture, or (iii) costs of packaging the Product for return or, in the event the Warranty claim is denied, the costs of returning the Product. Kirei does not warrant that replacement Product will match the exact color of the originally supplied Product or that the original Product type will be available for replacement. If the Warranty claim is validated, Kirei will reimburse the return shipping cost and cover the shipping cost of the replacement Product.

### **Disclaimer:**

**The Warranty constitutes the entire obligation of Kirei and the exclusive and sole remedy available to You. This Warranty supersedes any other representations and Kirei specifically disclaims any other warranties, including implied warranties of merchantability, fitness for a particular purpose, or any warranties alleged to arise from course of dealing or usage of trade. Except for the Warranty provided herein, all Products are sold "as is" and with all faults.**



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**This Warranty may not be modified, altered, or expanded by anyone including Product distributors, dealers, sellers and/or representatives.**

**Kirei shall in no event be liable for incidental or consequential losses, liabilities, damages or expenses in connection with the Products. Kirei's liability and Your remedy for breach of the Warranty are expressly limited to the replacement of Product not complying with this Warranty or, at Kirei's sole election and discretion, to a refund as provided below.**

**Some states do not permit the exclusion or limitation of implied warranties or consequential damages, so the preceding limitations and exclusions may not apply to you.**

**In no event shall Kirei be liable under any theory of law (contract, tort, or otherwise, including negligence) for an aggregate amount exceeding the total original purchase price of the Products subject to the Warranty claim.**

### **Warranty Claim Process**

To make a Warranty claim, You must notify Kirei USA, LLC in writing at the physical or email address specified on this Warranty. You must provide written notice of Your claim within thirty days of first observation of the basis of the claim or from when You should have discovered the defect in the ordinary exercise of due care. You must comply with Our reasonable direction in preserving and allowing Us to inspect and validate the claimed defect, including where requested, by providing photographic evidence of and/or returning the defective Product. Any failure to comply with the foregoing, including resulting from the repair, removal, or replacement of the Product prior to claim validation will void the Warranty. All claims under this Warranty must be made in writing within the Warranty Period or such claims are waived.

Following receipt and Our validation of a Warranty claim by You, Kirei at its sole option and discretion, and as the sole remedy shall either provide conforming Product to replace the nonconforming or defective Product or refund the original purchase price of the Product or a combination thereof.

Kirei reserves the right to discontinue or modify any of its Products, including the color thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall Kirei be liable in the event replacement Product varies in color in comparison to the original Product. If Kirei replaces any material under this Warranty, it may substitute Products designated by Kirei to be of comparable quality or price range in the event the Product subject to the Warranty claim has been discontinued or modified.

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