

## Ottimo Ceramics, Inc. Limited Warranty

Ottimo Ceramics, Inc. sells FIRST CHOICE QUALITY Ceramic and Porcelain tiles only. All our tiles are manufactured according to ISO Standards and meet or exceed these requirements and will be free from defect for a period of one-year from date of purchase. If our tile is proven to have a manufacturing defect, we will replace the tile, free of charge. And, if we do not have the same material, we will replace them with the comparable material as determined by Ottimo Ceramics. Products should be inspected prior to installation and any defects, colors, shading and incorrect format sizes must be reported immediately in writing within 30 days of invoiced date. **INSTALLATION** of product constitutes the **ACCEPTANCE** of the product. **We cannot accept returns or pay for any labor charges and therefore excluded from this warranty.**

Ottimo Ceramics is not liable for any direct or indirect costs associated with the repair or replacement of the product including removal, installation or reinstallation of the product and this warranty only applies to installations made by actively licensed tile contractors. 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 scratching or wear due to improper installation-including improper alteration of the surface with sealers or grout, abuse, misuse, exposure to extreme temperatures, using improper chemicals or compounds, non-foot traffic wear or other similar incidents.

Buyer understands that all tiles are subject to variations in technical specifications, including dynamic coefficient of friction (DCOF) due to the inherent variables in the raw materials and production process. Buyer must determine slip resistance suitability for any material use. Ottimo Ceramics makes no warranty as to the suitability of its tile for a particular installation. Ottimo Ceramics does not warrant that its tiles will not scratch chip or show signs of wear.

### Limitation of Liability

If a defect in materials is discovered within the one-year period and a remedy is not available, the liability of Ottimo Ceramics, under any theory of liability, whether contract, tort, strict liability, or otherwise, shall be solely and exclusively limited to the replacement of defective goods F.O.B. Ottimo Ceramics facility or, at Ottimo Ceramics' option, refund of the purchase price of such defective goods. **IN NO EVENT SHALL OTTIMO CERAMICS' LIABILITY UNDER ANY CLAIM MADE BY PURCHASER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.** Ottimo Ceramics disclaims all express warranties not contained in this warranty. No agent, employee, or representative of Ottimo Ceramics or any installer, dealer, agent, builder, designer, or manufacturer has any authority to alter or modify the obligations or limitations of this warranty. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention. In no event shall Ottimo Ceramics be liable for any special, consequential, indirect, loss of use, or other damages by reason of any break of warranty, improper installation, maintenance, or use of the product or any delay or failure in delivery, whether Ottimo Ceramics has been advised of the possibility of such damages.