

## Millwork Warranty

### Limited Warranty (Commercial Purchaser)

Mesquite and Brass, LLC (“We” or “Us”) extends the following limited One Year Warranty (“**Limited Warranty**”) to the first Commercial Purchaser (“You” or “Your”) of millwork manufactured by Us (each, a “**Product**”). This Limited Warranty is only applicable to Products sold to the first Commercial Purchaser and used in the applications described below within the United States. You may not assign or transfer this Limited Warranty.

#### **UNDER THIS LIMITED WARRANTY, A "COMMERCIAL PURCHASER" IS ANYONE OTHER THAN:**

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

Commercial Purchasers include landlords and leasing companies as well as contractors, remodelers, and private or public businesses that purchase and/or install the Product in a dwelling that will be leased, used as a rental unit, or used for any other commercial or industrial use.

**WHAT DOES THIS LIMITED WARRANTY COVER?** Subject to the exclusions and limitations set forth in this Limited Warranty, We warrant to You that each Product will be free from defects in material and workmanship, under normal use and maintenance, for the applicable warranty period stated below.

**WHAT IS THE WARRANTY PERIOD APPLICABLE TO COMMERCIAL PURCHASERS?** The warranty period for Your Product or any components of Your Product is twelve (12) months from:

- If not installed by Us, the date the Product was purchased, whether purchased by You or by a third party on Your behalf.
- If installed by Us, the date the Product’s installation was accepted by You.

**DISCLAIMER OF OTHER WARRANTIES:** THIS LIMITED WARRANTY IS OUR SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. EXCEPT AS SET FORTH ABOVE, WE MAKE NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER (EXCLUSIONS):** The Limited Warranty does not apply to any Product:

1. installed or used outdoors;
2. used for purposes for which it is not designed or intended by Us;
3. which has been subjected to misuse, vandalism, abuse, negligence, accident, or unauthorized modifications;
4. which 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);
5. which has been improperly installed, cleaned, or maintained;

6. which 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);
7. damaged by fire, flood, acts of God, or other external causes beyond our control;
8. varying in color and characteristics due to age, sunlight, smoke, or other environmental conditions;
9. 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
10. 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 wood 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 or Product component occurring during the warranty period described above, We will, at our 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, We may refund the original price paid by You for the defective Product or Product component, or provide a credit towards a similar type of product sold by Us. The foregoing are Your sole and exclusive remedies for any Product defect or non-conformity. 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 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, We may, at our option and after inspection, defer action for up to 12 months to allow the Product to acclimate to the installed environment. Further, We reserve the right to modify or alter any Product design, specifications or materials without obligation to make similar changes to Products previously manufactured or sold by Us.

The repair or replacement remedies offered by Us under this Limited Warranty are contingent on the current Product offerings of styles and construction options within our Product line at the time of a warranty claim is made by You. If a valid warranty claim is filed for an obsolete Product, We reserve the right, at our 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 our 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 style. If a Product or components are replaced or repaired, We cannot guarantee an exact match with the finish or appearance of other products or fixtures installed at the Your dwelling. This is due to changes that may occur during the Products' natural aging process, affecting its color and/or grain.

**LIMITATION OF LIABILITY:** The remedies described above are Your sole and exclusive remedies and our entire liability for any breach of this Limited Warranty. Our total liability shall under no circumstances exceed the actual amount paid by You for the defective product. Further, We shall not under any circumstances be liable for any consequential, indirect, incidental, special or punitive damages or losses (including lost profits), even if this Limited Warranty is deemed to have failed of its essential purpose. Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

**HOW DO YOU OBTAIN WARRANTY SERVICE?** To obtain more information regarding the Product or to make a claim a under this Limited Warranty, contact Mesquite and Brass, LLC:

Mesquite and Brass, LLC

1906 E 18<sup>th</sup> St

Tucson, AZ 85719

(520) 524-3946

