

## **Limited Warranty**

Ironrock, Inc. ("Ironrock") warrants, as limited below, that our Metropolitan Ceramics(R) unglazed quarry tile products will meet the testing standards and specifications set forth in our current product literature. In the event of a defect or failure to conform with this written warranty, Ironrock will remedy shipment shortages and replace defective tile F.O.B. plant if timely notice of the defect is received by Ironrock.

## **Scope of Warranty**

Our limited warranty covers shipment shortages and tile which has non-latent or latent defects in material or workmanship due solely to improper manufacture and which fails to meet our testing standards and specifications set forth in our current product literature.

Non-latent defects are those which are capable of discovery by inspection prior to installation. Non-latent defects include but are not limited to facial or structural defects, discrepancies in dimensional characteristics, and failure of the tile to meet the testing standards and specifications set forth in our current product literature.

Because our product is made from natural materials which may vary from individual samples or prior production runs, minor variations in color and surface characteristics shall not be considered a defect. For this warranty to be effective, you must notify the dealer from whom you bought the tile of any non-latent defects prior to installation of the tile.

Latent defects are those defects of tile not capable of discovery until after the tile is installed.

## **If you wish to make a claim under this limited warranty**

To preserve the benefits of this limited warranty, you must promptly notify the dealer or distributor from whom you bought the tile in writing as follows: For shipment shortages, you must give notice within 30 days of the date the tile was delivered to you. For perceived non-latent defects, you must give notice prior to installation, but in no event later than one year after the tile was shipped by Ironrock.

For perceived latent defects, you must give notice within one year after installation, but in no event later than eighteen months after the tile was shipped by Ironrock. You must permit Ironrock to inspect and test the tile at its own expense to determine whether the tile is defective.

## **Limitations and Exclusions**

THESE LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE.

This warranty does not cover defects resulting from accidents, alterations, failure to follow recommended installation instructions set forth in the Tile Council of North America Installation Handbook or those installation standards customarily used in your area, acts of God or any other cause or damage not resulting from a defect in manufacture.

Because specific installation details, structural design and environmental conditions are beyond Ironrock's



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control, we are not responsible for the performance of our products after they are installed, except in the case of latent defects.

WE ARE NOT LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF OUR PRODUCTS OR OTHER DAMAGES WITH RESPECT TO DELAY, INCONVENIENCE, LOSS OR DAMAGE TO PERSON OR PROPERTY, LOSS OF REVENUES OR PROFIT OR COSTS OF REMOVAL, INSTALLATION OR REINSTALLATION. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.)

EXCEPT AS PROVIDED HEREIN, WE MAKE NO EXPRESS WARRANTIES. THIS WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES AND SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF Ironrock Capital, Inc. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IF THE TILE COVERED BY THIS WARRANTY IS A "CONSUMER GOOD," ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WILL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. (Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.)

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.



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