

## TWO-YEAR LIMITED WARRANTY



Better Home Cabinet Distributor hereby warrants that all cabinets sold are free from defects in material and workmanship for a period of two years from the date of purchase. This warranty is expressly and exclusively limited to repair or replacement of the defective part at the sole discretion of Better Home Cabinet Distributor, and does not include labor for removal or replacement of the defective part. This warranty applies only to the original purchaser and is not transferable to any other party. This warranty does not extend to defects caused by improper handling, storage, installation, assembly or disassembly, damage, product modifications, exposure to the elements, misuse, abuse, or neglect.

**VARIATIONS AND ENVIRONMENT EXPOSURES NOT COVERED** By purchasing the product, the original purchaser acknowledges that natural wood may vary in texture, color, and wood grain and it may exhibit subtle changes as it ages. Sunlight, smoke, moisture, household cleaners, and other environmental conditions may cause the materials to vary from their original color and to warp, split, or crack. These variations are considered to be natural and related to the environmental exposure of the product and are not covered under this warranty.

**UPDATED PRODUCTS LINES** Better Home Cabinet Distributor periodically updates and makes changes to its product line and specifications. If a warranty claim is led against obsolete or changed product and repair is not possible, Better Home Cabinet Distributor will replace the part under warranty with a new part of the same style or with similar style currently offered. Better Home Cabinet Distributor is not responsible for a replacement product that may not match the installed product exactly.

**DISCLAIMERS AND ADDITIONAL LIMITATIONS** Better Home Cabinet Distributor makes no other warranties other than those set forth above, and the original purchaser's exclusive remedies are limited to those stated above. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY AND AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. In no event will Better Home Cabinet Distributor be liable for consequential or incidental damages, including but not limited to damages arising from personal injury, lost profits, loss of business opportunity, loss of property, economic losses, or statutory or exemplary damages, whether any of the preceding damages are due to negligence, warranty, strict liability, or otherwise. This limited liability applies to any and all parties, including an end user or homeowner to which the original purchaser sells Better Home Cabinet Distributor's product.

**INDEMNIFICATION OF BETTER HOME CABINET DISTRIBUTOR BY THE ORIGINAL PURCHASER FOR ASSEMBLY AND INSTALLATION WORK** Additionally, with regard to any product assembled or installed by the original purchaser or its agents the original purchaser agrees to indemnify, defend, and hold Better Home Cabinet Distributor harmless from and against any and all claims, lawsuits, judgments losses, civil penalties or actions, costs, liabilities, damages, and expenses (including attorney's fees) by any party, entity, or class, arising from or related to any:

- (a) acts or omissions of the original purchaser or its agents or contractors;
- (b) products provided by the original purchaser or its agents or contractors;
- (c) dispute regarding the original purchaser's product warranties, guarantees, covenants, or representations, any breach thereof, and the breach of any applicable law or otherwise;
- (d) disputes regarding promotional or advertising matter, fixtures, displays, guarantees, representations, warranties, labels, and instructions, verbal or written, furnished by the original purchaser or its agents or contractors;
- (e) disputes regarding infringement of any patent, design, trade name, trademark, copyright, trade secret, or entitlement of any third party;
- (f) environmental, property, and toxic tort claims, lawsuits, judgment, losses, civil penalties, or actions, and;
- (g) claims against Better Home Cabinet Distributor by the original purchaser's employee regarding worker's compensation matters. This agreement to indemnify agreement to indemnify, defend, and hold harmless Better Home Cabinet Distributor applies irrespective of any negligence by Better Home Cabinet Distributor applies irrespective of any negligence by Better Home Cabinet Distributor except to the extent determined in legal proceedings that the loss resulted from the sole fault or negligence of Better Home Cabinet Distributor.

**NON-TRANSFERABILITY OF WARRANTY** Better Home Cabinet Distributor's warranty is not transferable to end users, including consumers and homeowners who purchase Better Home Cabinet Distributor products through the original purchaser. Any and all end user warranty claims must be handled through and the original purchaser, which may independently provide warranties to the end user. Where the original purchaser, through its independent warranty with an end user, is liable for a claim that (1) would otherwise have been covered by Better Home Cabinet Distributor's warranty to the original purchaser but for its non-transferability and (2) occurs within two-year from the end user's date of purchase, Better Home Cabinet Distributor will reimburse the original purchaser for the repair or replacement cost, up to the amount and only for the limited claims covered under this warranty.

**SUBMITTING A CLAIM** To submit a warranty claim, the original purchaser must contact the Better Home Cabinet Distributor directly. The original purchaser must present a copy of the invoice for the product as proof of purchase, dated no earlier than two years from the date of warranty claim. At its discretion, Better Home Cabinet Distributor may require an inspection of the allegedly defective product before repairing or replacing the product. Better Home Cabinet Distributor may require returning the allegedly defective product, which may be returned per Better Home Cabinet Distributor's Defective Products Return Policy. For more information please visit our web site at [www.BetterHomeCabinet.com](http://www.BetterHomeCabinet.com)