Tanzite
STONEDECKS

EXCLUSIONS FROM WARRANTY COVERAGE AND LIMITING OF LIABILITY:

Product Installation:

The Product must be installed in accordance with industry standards and the Manufacturer's written specifications for installations including but not limited to industry standards, such as, but not limited to waterproofing, crack isolation, substrate requirements, movement, and expansion joints. This also includes requirements such as checking before installation that the Product has no defects, the Product is fit for purpose, checking for sufficient quantities of the Product of the same batch are supplied, the proper blending of the variation of colors of the Product supplied, and compliance with the Manufacturer's written specifications and industry standards for installation, maintenance, and repair. If a defect is identified in the Product before installation, the Product shall not be installed, as installation of the Product with a defect identifiable before installation or visual defects or nonconformities apparent prior to installation voids this warranty. Once the Product has been installed, the Manufacturer is not liable for color matching or blending or for the replacement of tiles with obvious visual faults. Water, ice, oil, grease, and other substances create slippery conditions, and the Manufacturer is not responsible for and makes no express or implied warranty respecting the suitability or fitness for any purposes including but not limited to floor applications in or with slippery conditions. Damage during or after installation and installation defects are not covered by this warranty, and this warranty does not apply when deterioration results from the Product not being suitable for the intended use, a design or installation not complying with applicable codes, standards and recognized work procedures, or if the installation the Manufacturer's written specifications have not been followed. Damage or cracking due to structural movement, collapse or settling of the ground or supporting structure, excessive deflection or other failure in the substrate, normal wear and tear, damage or defects caused by incorrect installation, lack of proper maintenance, accidents, abuse or misuse are excluded from coverage under this warranty. Defective installation such as, but not limited to, any substrate repair material or any accessory products such as third part fasteners; weak concrete and masonry substrates, substrate or sub-floor irregularities; substrate or subfloor deterioration; natural color variations; freight, material and labor costs.

Lippage:

Lippage refers to differences in elevation between edges of adjacent tile modules. The perception of height variances is influenced by a number of factors, including allowable warpage of the tile modules, warpage of the deck structure, the angle of light creating shadows and highly reflective surfaces accentuating otherwise acceptable variance in modules. After installation when lippage is present it should be corrected by the installer. To eliminate or address lippage, the proper preparation of the base and installation of the Product is required by skilled professionals. Lippage is an installation defect and not covered by this warranty.

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Variations:

Variation in veining, fissures, pits, texture, color and shade are inherent characteristics of all tiles of this nature, and will vary from tile to tile as well as from lot to lot. The Manufacturer does not warrant the Product for shade, size, thickness, warping, cleft variations, surface finish variations, or other natural variances on the Product. An inherent characteristic of all tiles manufactured as the within Products are, is that they will bow, wedge and warp to a certain degree and may slightly vary in size from batch to batch. These variations in size and color are due to changes in moisture and thermal loads which can alter the tiles during production. Batches of tile are identified and separated into lots by specific shade and caliber. Product samples are representative only and may not be an exact match to supplied materials due to variations in manufacturing and the natural raw materials making the Product. Photographic color images may not be an exact product match to the supplied Product as the supplied Product may have slight differences in color, shade, and/or surface appearance. The Manufacturer's website, marketing literature and promotional materials may not represent the true nature of the Product.

Maintenance and Cleaning:

The Product must be properly maintained and cleaned in accordance with the Manufacturer's Tanzite Owner's Manual, and Manufacturer's written specifications and industry standards. Failure to regularly and properly clean and maintain the Product will void this warranty. The Product contains abrasives creating a rough surface, and cleaning challenges because dirt and other contaminants lodge in the surface. Extra attention is necessary to assure contaminants are removed promptly. For clarity the Product should not be in contact with any toxic substances, acids, bases, or other substances that will damage its surfaces.

Normal Wear and Tear:

This warranty does not cover normal wear and tear and any other problems that are caused by conditions, malfunctions, or damage not resulting from defects at the time of purchase, in the manufacturing of the Products, in accordance with ANSI A137-1-2017 standards.

Impacts and Abrasions:

The warranty does not apply to normal wear and tear, spalling or other breakage or damage that may be caused by impact, abrasion or inappropriate or inadequate live loads. Never allow hard, sharp-edged, or heavy, objects to fall or otherwise causing an inappropriate load on the Product as any resulting such damage, chipping, or cracking, to the surface of the Product is not covered by this warranty.

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Misuse of the Product:

The misuse including but not limited to accidents, negligence, physical or chemical abuse or other damage to the Products that may result from deliberate act or negligence on the part of the customer, buyer, owner of the property where the Product is installed, installer or any third party is not covered by this warranty. The improper handling, storage, abuse or neglect of Product on the part of the customer, buyer, owner of the property where the Product is installed, installer or any third party is not covered by this warranty.

Acts of God, Ordinary Wear and Tear, Intentional or Negligent Acts:

This warranty does not apply to any damage resulting from or related to an act of God [including but not limited to flooding, tornado, strong winds, storms, fire, lightning, earthquake etc.]; environmental conditions and atmospheric conditions [air borne pollutants and contaminants]; staining from foreign substances [acids, bases]; normal weathering including but not limited to exposure to sunlight, wind, rain, weather, environmental conditions and atmospheric conditions; fire; vandalism; ordinary wear and tear; improper handling, storage, abuse or neglect of the Product or other damage to the Products that may result from deliberate act or negligence on the part of the customer, buyer, owner of the property where the Product is installed, installer or any third party.

Applicable Building Codes:

Applicable building codes and laws may dictate minimum the Product performance specifications, and the Manufacturer does not warrant the Product where the use, or installation, of the Product violates applicable building codes and laws.

Limiting of Liability:

At the time of manufacturing, the Product achieves the necessary values for the ANSI A137.1-2017 standards. Tests are performed on random samples of the Product by an independent testing laboratory and are believed to be representative of the general quality of the Product. To the fullest extent permitted under the law, under no circumstances will the Manufacturer be liable for incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and the Product liability for non-personal injury claims with respect to products shall in no event exceed the replacement of such defective products or refund as set forth herein. Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.

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MAKING A WARRANTY CLAIM AND LIMITS ON LIABILITY:

To make a claim under this limited warranty, you must notify the Manufacturer in writing within fifteen (15) days of the discovery of the alleged manufacturing defect to the following address:

Email to:
Warranty@StoneDecks.com

As a condition of this warranty, the following must be provided to the Manufacturer with written notice of a claim, failing which this warranty is voided and the Manufacturer released from any and all liability for the defect or the claim:

1. Provide satisfactory evidence of defects in the tiles purchased, including but not limited to, a description and photographs of the affected area of the Product,
2. Proof of purchase or assignment from the original end-user purchaser;
3. Proof of identity showing current address,

As a condition of this warranty proof of use, installation and maintenance and care pursuant to the Manufacturer's Tanzite Owner's Manual, and Manufacturer's written specifications and industry standards must be provided to the Manufacturer upon its request, failing which this warranty is voided and the Manufacturer released from any and all liability for the defect or the claim. If a claim relating to the a manufacturing defect and the improper staining of the Product, in addition to the foregoing, the following must be complied with prior to providing a written notice of a claim to the Manufacturer, failing which this warranty is voided and the Manufacturer released from any and all liability for the defect or the claim:
i. the affected area of the Product must be cleaned in accordance with the Manufacturer's written specifications.
ii If the affected area remains reasonably unsatisfactory after the affected area of the Product has been cleaned as set forth above, then the affected area of the Product must be professionally cleaned at the sole expense of the party making the claim or contemplating a claim.
iii. If the affected area remains reasonably unsatisfactory after the professional cleaning, a claim may be made under this warranty, within fifteen (15) days of the professional cleaning
.
If a valid warranty is made, recovery the Manufacturer at its complete discretion by any of the following:

1. Replacement of a portion of defective Product with same or equivalent product [with the cost for freight, labor, materials and costs for installation, maintenance or replacement not being covered by this warranty] as calculated below
2. Repair or re-polish of the defective Product;
3. Refund a prorated portion of the original purchase price paid by for such defective Product [but not including the cost for freight, labor, materials and costs for installation, maintenance or replacement of the Product] as calculated below
4. Combination of the above provided that the Manufacturer's obligations are limited only to Product or parts of the Product that are proven to be defective pursuant to the terms of this warranty and the Manufacturer.

If a valid warranty claim hereunder is made, the percentage of such valid claim which the Manufacturer is required in its complete discretion to refund or replace pursuant to this warranty shall commence the eleventh (11) year after the original date of purchase of the Product be reduced by five (5%) percent each year thereafter, reducing 5% each and every year thereafter until ten [10%] percent of the such valid claim remains, at which time there shall be no further reduction to the percentage of the valid claims which the Manufacturer is required in its complete discretion to refund or replace pursuant to this warranty. For clarity in no event shall the Manufacturer be required to refund any more than the prorated portion of the original purchase price or replace more than the prorated portion of the defective Product as calculated herein. In the event that the sole and exclusive remedy described above fails of its essential purpose, the liability of the Manufacturer is limited to the monetary value, on a square-foot (square-meter) basis, of the original purchase price of the Product or portion of the Product required to be replaced pursuant to the terms of this warranty.
To the fullest extent permitted under the law, this warranty shall not cover and the Manufacturer shall not be responsible for costs and expenses, including but not limited to labor, costs, and freight, incurred with respect to the installation, maintenance, or removal of the Product or affected Product or the installation of replacement materials.
The Manufacturer will not pay for the replacement of any portion of the installation that is not proven to be defective.
To the fullest extent permitted under the law, the costs and expenses incurred with respect to the removal and installation of the defective Product or the installation of replacement materials, including but not limited to freight, labor, and materials costs are excluded from this warranty. Should the Product used in the original installation no longer be readily available, the Manufacturer reserves the right to determine a suitable substitute at its option but will only provide a replacement product for the defective Product and not the entire installation.
The Manufacturer reserves the right to inspect any and all defects prior to any repair, remediation or settlement of such defect. In the event that the Manufacturer within its sole discretion elects to or is otherwise required to participate in the repair, remediation or settlement of any defect, the Manufacturer must be included in all discussions and decisions related to such repair, remediation and/or settlement. In the event that the Manufacturer is not provided notice on a timely basis, or the Manufacturer is not allowed the right of inspection, discussion or decision making in advance of repair, re mediation or settlement of any defect, this warranty is voided and the Manufacturer released from any and all liability for the defect or the claim.

General Terms:

No amendment or variation of the terms, conditions warranties, covenants, agreements and undertakings set forth herein shall be of any force or effect unless the Manufacturer same shall be reduced to writing duly executed by the Manufacturer and the party purchasing the Product from the Manufacturer. Any provision in this warranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. The division of this warranty into Articles, Sections, Subsections, Schedules and other subdivisions, the inclusion of headings and the provision of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this warranty. The headings in the warranty are not intended to be full or precise descriptions of the text to which they refer.