

CANADA - 10 YEAR LIMITED WARRANTY

KIESEL BAUCHEMIE TILE AND STONE INSTALLATION PRODUCTS

1. Scope. This limited warranty applies to the above specified Kiesel Bauchemie branded products purchased directly from Kiesel Bauchemie GmbH & Co. KG ("Warrantor"). This limited warranty is valid in Canada only.

2. Warranty Coverage. Warrantor warrants that the products purchased are free from defects in material and workmanship appearing within the applicable warranty period when used under normal conditions in accordance with Warrantor's specifications. The applicable warranty period for the flooring products is 10 years. The warranty period starts on the date of purchase or installation, whatever is earlier. If a defect in material or workmanship is discovered, the Warrantor will, at its discretion, repair or replace the defective parts or product or refund the purchase price attributable to the defective part. Labour cost arising out of a warranty including but not limited to removing or installing products, transport or travelling costs or any other cost related with the warranty claim other than the part are not included and are at the purchaser's sole expense. Any defective parts replaced pursuant to this warranty shall become the property of Warrantor upon their replacement.

3. Warranty Claims. This warranty is conditional upon the purchaser notifying the Warrantor of the defect as follows:

- (a) A written claim is sent by e-mail or mail to Warrantor at info.canada@kiesel.com within 5 days of the purchaser's discovery of the defect.
- (b) The claim must be received by the Warrantor prior to lapse of the applicable warranty period.
- (c) The written claim must include: the purchaser's full name and contact information, the invoice with date of purchase of the product, the person from whom the product was purchased, the installer and name of person or company for whom it was installed (as applicable), product serial numbers, and a description of the defect.
- (d) At least two pictures of the defective product must be sent with the claim. Upon receipt of the claim, the Warrantor will investigate the claim to determine whether there is, in fact, a defect. No warranty claim will be valid unless the Warrantor determines that there is a defect to be covered by this limited warranty.

4. Exclusions and Limitations. This limited warranty does not apply (a) if the products are abused or misused; (b) if the products are altered or modified by any person without the prior written authorization of the Warrantor; (c) for damage caused by events beyond the reasonable control of the Warrantor, including but not limited to, damage caused by purchaser or any other third party, any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, riot, insurrection,

transportation delays or defaults, action of any governmental authority, or any other cause beyond the reasonable control of the Warrantor; (d) to usual wear or damage caused by animals, hail, snow, ice, system overheating, environmental influence on materials as emitted from animal farms or chemical plants or similar sources emitting chemicals into the environment of the product. Furthermore, this limited warranty will not apply unless:

- (a) The products are installed strictly in accordance to Kiesel Bauchemie original installation instructions and manuals including latest technical data sheets. If the instructions/manuals require, the Kiesel Bauchemie product to be installed by trained installers; and
- (b) Kiesel Bauchemie floor and wall covering installation materials are not installed strictly in accordance with the most recent local, provincial, national and/or applicable building codes

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5. Limitation of Liability. THE PURCHASER'S SOLE REMEDIES UNDER THIS WARRANTY ARE THOSE DESCRIBED HEREIN. UNLESS OTHERWISE STATED, THE WARRANTOR'S LIABILITY FOR ACTUAL DAMAGE FROM ANY CAUSE WHATSOEVER IS LIMITED TO THE AMOUNT PAID BY THE PURCHASER FOR THE PRODUCT. THE WARRANTOR DISCLAIMS ANY AND ALL LIABILITY AND CONSEQUENTIAL OR OTHER DAMAGE WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. IN NO EVENT WILL THE WARRANTOR BE RESPONSIBLE FOR ANY LOST PROFITS OR SAVINGS, CONSEQUENTIAL OR INCIDENTAL DAMAGE OR OTHER INDIRECT OR ECONOMIC DAMAGES.

6. Special State Laws. This limited warranty grants the purchaser specific legal rights and limits certain rights that may otherwise be available by statute. The purchaser may also have other rights which vary from province to province in Canada. Some provinces may not allow limitation or exclusion of implied warranties; therefore, certain limitations and exclusions herein may not apply. If any state prohibits the restriction of the limitations and exclusions provided herein, those limitations and exclusions.