

MODERNO PORCELAIN WORKS, LLC
SERVICE WARRANTY

This Service Warranty is extended to customers (“**Customer**”) who purchase product and material installation services (“**Installation Services**”) from Moderno Porcelain Works, LLC (“**Moderno**”). Moderno hereby warrants: (i) the Installation Services will be installed in accordance with the installation and workmanship standards set forth in the American National Standard Specifications For Gauged Porcelain Tile And Gauged Porcelain Tile Panels/Slabs (Material And Installation Standards); and (ii) the Installation Services will be performed by personnel having the required skill, experience, and qualifications to perform such services (the “**Warranty**”). The Warranty shall commence upon completion of the Installation Services and extend for one year thereafter (“**Warranty Period**”).

WHAT THIS WARRANTY COVERS

The Warranty covers Installation Services purchased from Moderno or an authorized Moderno installer or dealer (“**Authorized Installer**”) on materials and products installed in the Customer’s residence or place of business. Moderno may repair, reinstall or replace the materials or products within the Warranty Period. Should materials be discontinued or unavailable for any reason, then the materials will be replaced by Moderno with product containing similar characteristics. The Warranty is limited solely to the Customer who purchases the Installation Services and is only applicable for Installation Services that are sold after December 15, 2021.

WHAT THE WARRANTY DOES NOT COVER

This Warranty does not cover the following:

- Material or product manufacturing defects of any nature, including but not limited to manufacturing and use defects related to cracking due to exposure to extreme hot and cold temperatures and cracking due to thermal shock; staining against common food, beverage, and household products; and fading due to exposure to direct Ultraviolet (UV) sunlight in both indoor and outdoor applications.
- Installation Services that have not been paid for in full. Proof of full payment is required for the Warranty to be effective.
- Damage caused by actions taken by third parties not related to an Authorized Installer, such as problems caused by incorrect finish/preparation of the material or product, by improper installation methods, or other modification or manipulation of the material or product.
- Cracking of the materials or product, unrelated to the Installation Services, due to an external force or interaction such as impacts, uneven cabinets or flooring, structural settling or movements in the residence that may cause the materials or products to shift.
- Cracks or chipping due to impact from heavy objects, and movement, shifting, settling of support structure below countertops or flooring surfaces (cabinets, flooring, foundation etc.) that are unrelated to the Installation Services.
- Consequential or incidental damage, loss or expense other than the Installation Services itself, including but not limited to damage to other products, or additional or supplementary repairs or modifications such as, for example, any plumbing, electrical, tile or wall surface modifications, masonry work, subfloor repair or preparations that may be necessary to repair or replace the materials or products covered under this Warranty; such other repairs and modifications shall be the responsibility of Customer.

- Material or product seam appearance or performance unrelated to the Installation Services, or defects in a building structure in which the material or products are used that are not caused by the Installation Services.
- Temporary marks on the materials or products including but not limited to metal marks, fingerprints or smudges or other temporary marks made by household utensils and not caused by the Installation Services.
- Moderno is not responsible for damage or injury caused in whole or in part by force majeure, (including but not limited to earthquakes, tornadoes, tropical storms, and hurricanes), exposure to corrosive contaminants (including but not limited to salt water or chemicals in storm waters), fires, floods, explosions, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, acts of vandalism, accidents, or any other cause beyond the control of Moderno.

HOW TO MAKE A WARRANTY CLAIM

To make a Warranty claim, Customer must submit its claim by emailing Moderno at warrantyclaim@modernoworks.com or by calling Moderno's Customer Service department at 1.888.21.WORKS. To obtain the Warranty services, Customer must permit Moderno or its Authorized Installer to inspect the product or materials associated with the Installation Services. Moderno's obligations under this Warranty are contingent upon: (i) Customer filing a claim within the Warranty Period, (ii) Moderno inspecting the product or materials associated with the Installation Services; and (iii) Moderno having a reasonable opportunity to perform the Warranty services.

IN NO EVENT SHALL MODERNO BE LIABLE IN EITHER TORT OR CONTRACT FOR ANY LOSS OF DIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR ANY SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR MATERIALS FOR INSTALLATION SERVICE DEFECTS COVERED BY THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. MODERNO MAKES NO OTHER WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE INSTALLATION SERVICES, EXCEPT AS EXPRESSLY STATED HEREIN.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM COUNTRY TO COUNTRY, STATE TO STATE IN THE UNITED STATES OR, IN CANADA, FROM PROVINCE TO PROVINCE.