Cambria Lifetime Limited Warranty

CAMBRIA™ LIFETIME LIMITED WARRANTY

Cambria provides a Lifetime Limited Warranty to the original owners of the installed Cambria™ (the “Product”) that the Product will be free from manufacturing defects for so long as the original owner owns the Product. Although the Product is carefully inspected prior to shipping or delivery, it is the responsibility of the Owner to thoroughly inspect the Product upon its receipt. Any damage to the Product thereafter is the responsibility of the Owner. Final inspection and approval of the installation is also the Owner’s sole responsibility.

This Limited Warranty shall apply only where Product is properly fabricated and installed in the United States of America or Canada for residential or commercial interior use only by Cambria approved Installers and Fabricators and only where Product, including floor tile, is properly installed for residential or commercial interior use only, subject to the exclusions set forth below; is used for its intended purpose, and is maintained and used strictly in accordance with the Cambria Product Care and Maintenance Information, which are available within this Limited Warranty document and on the Cambria website at CambriaUSA.com.

GENERAL TERMS AND CONDITIONS OF THIS LIMITED WARRANTY

This warranty is Limited. The Owner’s sole and exclusive remedy against Cambria shall be at the sole option of Cambria, to repair or replace the defective Product in slab or tile form, depending on the installation, or refund the purchase price.

FURTHER, TO THE EXTENT PERMITTED BY LOCAL LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND ALL OTHER LIABILITIES OR OBLIGATIONS ON THE PART OF CAMBRIA. ANY IMPLIED WARRANTIES WHICH ARE NOT EXCLUDED HEREBY, DUE TO OPERATION OF LAW, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN FOR THE PRODUCT WARRANTED.

IN NO CASE WILL CAMBRIA BE LIABLE EITHER IN TORT, CONTRACT OR OTHERWISE, FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF CAMBRIA, EVEN IF CAMBRIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Limited Warranty is the only warranty made by Cambria for Cambria™. No representative, dealer, employee, installer or any other person is authorized to make, modify or change this Limited Warranty or make any other warranty, representation or promise on behalf of Cambria with respect to the Product. No term or condition other than those stated in this Limited Warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this Limited Warranty shall be binding upon Cambria, unless made in writing and signed by the President and Chief Executive Officer of Cambria, Martin E. Davis.

EXCLUSIONS

This Limited Warranty shall be null and void unless the Product has been paid for in full.

This Limited Warranty covers only manufacturing defects and DOES NOT apply to Product subjected to damage due to mishandling, abnormal use, misuse or physical or chemical abuse or exposure, direct or sustained heat or cold or sudden or rapid change in temperature or thermal shock, exposure to chemicals, force, pressure or loading applied from a person, utensil or object, including but not limited to cracks and/or chips resulting therefrom.

This Limited Warranty DOES NOT cover damage or effects caused by poor installation or fabrication caused by the installer or fabricator. In addition, improper, insufficient or poorly designed support, cabinets, structures, substrate or sub-floors for countertops, vertical surfaces, or floor tile ARE NOT covered by this Limited Warranty.

Product, including floor tile installed in entry ways, or outdoors, IS NOT covered by this limited warranty. Products that are installed outdoors, in partially covered or sheltered outdoor areas, in entry ways and interior areas subject to traffic flow from the outdoors ARE NOT covered by the limited warranty due to exposure to weather, changing temperatures, sunlight and other conditions because these conditions can damage the Product. Products, including floor tile and vertical surfaces installed in indoor entryways or outdoors can also be damaged by de-icing activities and other chemicals or substances which are tracked onto or which come into contact with the Product.

This Limited Warranty DOES NOT cover Product fabricated and/or installed outside the United States of America or Canada.

This Limited Warranty DOES NOT cover Product sold by unauthorized resellers, or Product sold by authorized resellers selling outside their authorized territory without the express written consent of Cambria.

This Limited Warranty DOES NOT cover Product installed in applications such as, but not limited to, shower trays or shower pans, steam showers, steam rooms and saunas.

This Limited Warranty DOES NOT apply to Cambria Accents.

This Limited Warranty DOES NOT cover the quality of the installation or damage caused by the installer or fabricator. Installation or fabrication issues must be resolved directly with the point of purchase and are the sole responsibility of the Owner and the point of purchase and NOT of Cambria and ARE NOT covered by this Limited Warranty.

This Limited Warranty DOES NOT cover transportation, freight, tear-out, demolition in any form, disposal and reinstallation, fabrication or associated costs beyond the cost of the Product or its replacement.

Various laws, building and safety codes govern the design, engineering and construction of buildings and installations within them. These vary widely. Cambria assumes no responsibility or obligation with respect to the selection of its Product for the installation or the design, engineering and construction of the installation site.

Cambria IS NOT responsible for damage or injury caused in whole or in part by acts of God, job site conditions, installation, architectural and engineering design, structural movement, acts of vandalism or accidents.

All Limited Warranty claims must be received by Cambria within thirty (30) days after the Owner learns of the facts upon which the warranty claim is based, or such warranty claim shall be deemed waived.

RIGHT OF CAMBRIA TO INSPECT

In order for Cambria to respond under this Limited Warranty, Cambria’s authorized agents must be permitted sufficient time and opportunity to inspect the Product, evaluate and respond to any claim.

All decisions regarding the existence of manufacturing defects or affecting this Warranty shall be made by Cambria and shall be final and binding upon the parties.
Thank you for your purchase of Cambria™.