

Aleris, LLC 5-YEAR LIMITED WARRANTY

119 Grace Avenue, Lancaster, SC 29720 | 843.410.9754 | info@alerismfg.com

Aleris, LLC (manufacturer of Six3Tile®, "Aleris") warrants that Aleris manufactured products will be free from physical defect for a period of five (5) years from the date of purchase. "Defect" is defined only as a failure by the product to perform to Aleris' specific product specifications. THIS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW. THIS WARRANTY EXCLUDES ANY CLAIMS RELATING TO THE COST OF INSTALLATION, REMOVAL AND/OR RE-INSTALLATION OF ALERIS' PRODUCTS. Any representations made in connection with the sale of Aleris products that differ from the terms of this warranty are not valid. Aleris provides detailed information and recommendations on appropriate tile applications and any failure to comply with recommended applications automatically voids this warranty. Technical specifications provided are not quarantees of minimum or maximum thresholds of performance. This product is recommended for wall applications and is approved for interior, air-conditioned-space applications only. This warranty does not cover use on floors, ceilings or roofs, nor are these approved applications for this product. Local building codes may dictate minimum tile performance specifications. Aleris does not warrant product installations that violate building codes. There are no express or implied warranties extended beyond the description on the face hereof. The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections. Any legal dispute involving this warranty shall be filed in the state or federal courts located in South Carolina to the exclusion of all other jurisdictions. This warranty is in lieu of all other warranties expressed or implied and is the only warranty offered by Aleris and each purchaser of Aleris products specifically waives all implied warranties plus the warranty of fitness for a particular purpose and/or the warranty of merchantability.

Under no circumstances will Aleris be liable for incidental, indirect, special, punitive, exemplary, or consequential damages (including but not limited to damage to personal property, legal services, and the loss of time or travel) under this warranty. This warranty expressly excludes loss of value, loss of use, stigma and diminution in value related to any covered failure claimed under this warranty. Notwithstanding anything else in this warranty or provided in law or equity, in no event shall the total liability of Aleris, under this warranty or otherwise, exceed the total amount paid by the customer for goods purchased from Aleris. This warranty gives you certain legal rights. Some states do not allow limitations of the implied warranties or consequential damages, so these limitations may not apply to you. Subject to applicable laws, this warranty applies to all such limitations to the fullest extent allowed by law. All warranty obligations of Aleris are void and of no effect if the customer has failed to pay Aleris or any other seller of Aleris' products in full. This warranty only extends to the Aleris Six3Tile products and excludes all other products, services or labor that may have been provided. Failure to report any warranty claim within 30 days of defect discovery and within no more than five (5) years from the date of purchase will void this warranty. All products must be inspected prior to installation and installation of products with visual defects or nonconformities apparent prior to installation voids this warranty. Written notice must be sent by the original purchaser to info@alerismfq.com with proof of purchase by means of invoice, photographs of the product, and photographs of the labeled packaging the product was received in. Failure to provide such documentation may result in denial of any warranty claim. No claim will be honored without product inspection by Aleris or an authorized representative. If the product has already been installed, the direct purchaser must provide jobsite access to an Aleris representative to complete a job inspection report and photograph the installation. Purchaser must provide Aleris the contractor's name, license number, and contact information. Aleris reserves the right to repair, replace or refund the originally purchased product, at its sole discretion.

Certain factors are beyond our control, including installation of our products by others, building structural design or construction conditions, and environmental conditions. This warranty excludes any problems or occurrences caused or arising from the following, but not limited to: (1) Damage caused by contact with any of the following: dyes, paints, inks, certain cosmetics, or cleaning agents, abrasive pads, pigments, certain foods, paint remover, fingernail polish remover, solvents or other chemicals, cigarettes or other sources of extreme heat, or abuse of any kind whether intentional or unintentional; (2) Abrasive cleaning products containing grit or sand-like compounds or hard-bristle or scratch-prone elements such as: Comet, Ajax, Soft Scrub, abrasive surface cleaner, Brillo pads, stainless steel pads, Scotch-brite scour pads and the like. Because improper care and cleaning can cause significant damage, it is strongly recommended that you follow the care and cleaning instructions (as well as the other instructions) provided for Aleris products; (3) Use of sanded grout during the installation; (4) Improper installation, installation defects or errors, fabrication defects or errors, or improper transportation and handling of the products; (5) Floor application use of product; (6) Improper commercial use of the product; (7) Customer or contractor improper use or maintenance of the product including negligence, physical, or chemical abuse; (8) Ordinary wear and tear; (9) Normal variations between field tile and trim tile; (10) Normal design, shade, or color variation from samples, website, or other illustrations; (11) Grout-related problems, including but not limited to, shade variation, discoloration, deterioration, staining, hazing, or mildew; (12) Any act or omission which might be reasonably expected to damage the product, including but not limited to, exposure to extreme temperature, heat or fire, or other damage from appliances or other sources; (13) Any labor charges for the removal of product or installation of replacement product.