

MERIT KITCHENS

Limited Lifetime Warranty

We warrant to the original consumer purchaser of our products that, for as long as they own their home where our products are initially installed, our products will be free from defects in material and workmanship under normal home use and service at the original site of installation. This warranty is only applicable to our products used in residential applications within the United States and Canada and is not transferable to subsequent owners. Our obligation under this warranty shall be limited to the repair or replacement of any part or parts of our products which may prove to be defective under normal home use and service within the warranty periods, and which our examination shall disclose to our satisfaction to be defective. Our obligation under this Warranty or otherwise with respect to the products supplied by Merit is subject to Merit having been provided a reasonable opportunity to inspect and repair/or replace the alleged defective products or workmanship.) Merit shall not be responsible for any indirect, consequential or any other form of damage or loss which is not expressly and specifically covered by this Warranty

This warranty does not apply to the mellowing and aging of wood products due to photo degradation to its finished appearance (i.e.; the effect of natural and artificial light to woods and finishes). Variation in the wood grain or color; fading or visible cracking around joint areas. This warranty does not cover countertops, appliances, plumbing fixtures or any and all products not manufactured and supplied by Merit, or the costs and expenses, including labor; incurred in removing or installing our products and related components. This warranty shall not apply to the effects of normal wear and tear or any product or part thereof which has been subject to accident, alteration, acts of God, abuse, misuse, improper installation, improper storage, excessive exposure to direct sunlight, exposure to moisture or exposure to extreme temperatures. Without limiting the generality of the foregoing, we make no warranty whatsoever with respect to accessories or parts not supplied or manufactured by us.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART. WE NEITHER ASSUME, NOR AUTHORIZE ANY OTHER PERSON, INCLUDING OUR SALES REPRESENTATIVES, DEALERS AND DISTRIBUTORS TO EXTEND OR ASSUME FOR US ANY OTHER WARRANTY, CONDITION OR LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS, THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS WILL BE THE PURCHASERS EXCLUSIVE REMEDY AND THE PURCHASER HEREBY WAIVES ALL OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS PROVIDED FOR IN THE SALE OF GOODS ACT ONTARIO AND ALL CLAIMS AGAINST **MERIT KITCHENS** FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Merit reserves the right to alter design, specifications and material without obligation to make similar changes to products previously manufactured. If a warranty claim is filed after a style is no longer being manufactured by Merit, Merit reserves the right to fully satisfy its obligations under this warranty by either replacing the affected component with a new component of the same style, or if Merit no longer has any more components of the same style, with a style supplied by Merit which is the most similar to the affected component. If components are replaced, Merit Kitchens does not guarantee that the finish of these replacements will exactly match the finish of any surrounding components. This is due to the changes that occur during the wood's natural aging process, affecting its color and grain.

This warranty gives you specific legal rights and you may have other rights, which vary from state to state and province to province. Some states or provinces may not allow the exclusion or limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

To file a warranty claim, contact your locally authorized Merit Kitchen dealer or distributor; who will arrange for inspection of our products. A dated receipt as proof of purchase is required to obtain benefits from this warranty. The authorized dealer or distributor will obtain the information necessary to make a claim decision and forward such information in writing to **Merit Kitchens**, for action on the claim. Warranty claims must include a complete description of how the defect occurred. If you have difficulty obtaining assistance, please write to **Merit Kitchens** at the below address.

Issued to _____

Address _____

Date _____ Job No _____

Authorized Dealer or Distributor:

Authorized Signature _____

By _____

for a kitchen uniquely yours
MERIT
KITCHENS
Merit Kitchens (2002) Ltd

October 2006

MERIT KITCHENS (2002) Ltd, 12185-86th Ave Surrey, B.C. Canada V3W 3H8