

## LIMITED 1 YEAR WARRANTY

### **For cabinetry purchased on or after April 1, 2016.**

ACProducts, Inc. (ACPI) warrants to the original consumer purchaser that our Advanta Cabinets will be free from defects in material and workmanship under normal use for a period of one (1) year from the date of purchase (except where required by law to be two (2) years) or as per written agreement. This warranty is extended to the original purchasing consumer only for use of the product within the United States and is not transferrable. No changes or modifications can be made to this warranty except by an officer of ACProducts, Inc.

### **WARRANTY COVERAGE**

**Limited 1-Year Warranty on Cabinets** (except where required by law to be two (2) years) to the original purchasing consumer from date of original purchase or as per written agreement that the cabinets will be free from defects in material and workmanship under normal use.

### **WARRANTY LIMITATIONS AND EXCLUSIONS**

- This Warranty does not apply to (i) damage caused by improper installation, (ii) other product used or installed in connection with the cabinets including, but not limited to, appliances, countertops, or plumbing fixtures (including the costs to remove and reinstall such other product), (iii) product damage, loss, or theft either after delivery for material only jobs or after installation for installed jobs, or (iv) damage caused by misuse, abuse, neglect, accident, alteration, improper use, exposure to moisture or extreme temperatures, failure to maintain, acts of God, or normal wear and tear.
- Naturally occurring wood characteristics including, but not limited to, variations in color, grain pattern, mineral streaks and knots are not considered defects. Color variations may also be affected by age, character of cabinets, and exposure to UV light, sunlight, smoke, household cleaners, and other environmental conditions. As such, new and/or replacement cabinets may not match display samples and/or existing cabinets. Any such variations and changes to Advanta Cabinets products, whether present during production or which develop over time, are not considered quality defects and are not covered by this warranty.
- Painted finishes have unique characteristics that differ from standard wood finishes. Wood of all species is subject to the humidity and temperature of its environment and may expand or contract due to changes in weather, temperature, or climate. Due to these normal shifts in the environment, painted wood cabinetry may develop hairline cracks, peeling, or separation or seam lines. On select hardwoods and veneers, joints, seams, and some natural characteristics of the wood (including, but not limited to, grain patterns, knots, and mineral streaks) will remain visible through painted finishes. As painted cabinet products age, the finish may mellow or discolor slightly. The degree of change to the original finish color is affected by the products' exposure to natural and artificial light. These normal variations are not considered quality defects and are not covered by this warranty.

**WARRANTY PERFORMANCE**

In the event of a manufacturing defect within the terms and conditions set forth herein, ACPI will repair or replace the product, at ACPI's sole option, without charge. Such repair or replacement is contingent upon the current product offerings within the ACPI product line at the time of the warranty claim. If the affected product is no longer available, ACPI reserves the right to (i) replace the affected component with a new component of the same style, or (ii) replace the affected component and any other component within the total product to achieve a uniform appearance with a similar and comparable product style and quality as the original product. Due to changes that occur during the wood's natural aging process, ACPI cannot guarantee that replacements will exactly match the finish and appearance of the remaining components in the original product. ACPI will not provide or pay for the cost of (i) removal of defective product, (ii) transportation of defective, repaired, or replaced product, or (iii) installation of repaired or replaced product. Repaired or replaced product shall be warranted for a period equal to the remainder of the original Limited Warranty on the original product or for ninety days, whichever is longer.

**WARRANTY DISCLAIMER**

**THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF ACPI'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL ACPI BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.** All disputes with ACPI arising in any way from this Limited Warranty or the sale, condition or performance of the Products shall be resolved exclusively through final and binding arbitration, and not by a court or jury.

**SEVERABILITY**

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

**CLAIMS**

All claims must be submitted in writing and must specify the defects present in the cabinets and accessories. To initiate a claim for defective cabinets and accessories contact your builder, dealer, distributor or contractor who installed and sold the product.

If that party is unknown or you have difficulty obtaining assistance, contact:

ACProducts, Inc., Customer Service Dept., 3551 Plano Parkway, Suite 200, The Colony, Texas 75056

After ACPI has had an opportunity to inspect the cabinets and accessories, they will, at their discretion either replace defective cabinets and accessories or repair any defects in the cabinets and accessories.

*For warranty information on cabinetry purchased between November 1, 2012 and March 31, 2016, please visit [www.advantacabinets.com/warranties](http://www.advantacabinets.com/warranties).*

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