## Lifetime Limited Warranty

Decorá, a division of MasterBrand Cabinets, Inc., ("Decorá"), warrants to the Original Consumer Purchaser for as long as they own their home that Decorá Cabinetry products ("Product") will be free from defects in material and workmanship under normal use. This warranty is only applicable to Products purchased and installed in residential applications within the United States and is not transferable to subsequent owners. Original Consumer Purchaser means the person who owns and occupies the home in which the Product is initially installed, or purchases the dwelling from the builder/contractor/developer and is the first occupant of that dwelling.

### What This Limited Warranty Does Not Cover

This Limited Warranty does not apply to Product: (i) installed outdoors; (ii) used for purposes for which it is not designed or intended by Decorá; (iii) which has been subjected to misuse, vandalism, abuse, negligence, or accident; (iv) which has been improperly stored (if Product must be stored, it should be covered and stored in a humidity/temperature controlled environment away from direct sunlight); (v) which has been improperly installed, cleaned or maintained; (vi) which has been subjected to improper temperature and/or humidity extremes (temperature outside the range of 50-85°F, humidity outside the range of 30-55%); (vii) fire, flood, and acts of God; (viii) exhibiting normal wear and tear; and (ix) not purchased in, or installed in, the United States.

In addition, natural woods may vary in color and characteristics and exhibit subtle changes as the age. For example, painted doors, drawer fronts and face frames may eventually have visible cracking around the joint area and cabinet colors may darken or lighten over time. Sunlight, smoke, and other environmental conditions may also affect the color and integrity of your finish over time. These variations are considered to be the nature of the material in relation to their environmental exposure and are not covered under this Limited Warranty.

Certain household cleaners and other substances may also affect the color and integrity of the Product's finish over time. Any such effects on the color and/or integrity of the finish over time are not covered by this Limited Warranty. Decorá includes cabinetry care instructions with the Product, and those instructions are also available from Decorá or its authorized dealers.

### Warranty Holder's Sole and Exclusive Remedy Under This Limited Warranty

In the event of non-conformity in workmanship or material in one or more components of the Product, Decorá's sole obligation is, at its sole option, to repair or replace any non-conforming component. This is the warranty holder's sole and exclusive remedy for the Product under this Limited Warranty. By way of example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (i) labor costs for the removal or reinstallation of the Product, or non-conforming part thereof; (ii) labor costs or material charges for the removal, reinstallation, replacement or refinishing of other items or building materials (such as, but not limited to, counters, sinks, tiles, flooring, appliances, or plumbing fixtures) which must be removed, replaced, reinstalled or refinished in order to repair or replace the non-conforming Product.

When a claim for warpage/joint separation/wood growth is submitted, Decorá may, at its sole option and after inspection, defer action for 12 months to allow the Product to acclimate to the installed environment.

The repair or replacement obligations under this Limited Warranty are contingent upon the current product offerings of styles and construction options within the Decorá product line at the time of the warranty claim. If a warranty claim is filed for an obsolete Product, and Decorá elects to repair or replace the non-conforming obsolete Product, Decorá reserves the right, at its sole option, to honor its repair or replacement obligations under this Limited Warranty by either: 1) replacing the affected component with a new component of the same style; or 2) replacing the affected component and any other component(s) to achieve a uniform appearance with a similar and comparable product style of the originally purchased style.

If components are replaced or repaired, Decorá cannot guarantee that the finish of these replacements or repaired Product will exactly match the finish and appearance of other Product installed at the premises. This is due to the changes that occur during the woods' natural aging process, affecting its color and grain.

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# Policies

#### **DISCLAIMER OF WARRANTIES**

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY THAT LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **LIMITATION OF LIABILITY**

DECORÁ'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT OR REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT, WILL DECORÁ BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LABOR, REMOVAL, REINSTALLATION, REFINISHING, LOSS OF USE OF THE PRODUCT, LOSS OF PROFITS, LOSS OF REVENUE, LOST GOODWILL, CLAIMS OF EMOTIONAL DISTRESS, OR CLAIMS OF WARRANTY HOLDERS' CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL DECORÁ'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT WARRANTED HEREUNDER, OR THE NON-CONFORMING PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.

### **Warranty Claims**

To obtain benefits under this Limited Warranty, contact your authorized Decorá dealer or distributor, who will arrange for inspection of the Product. A dated sales receipt as proof of purchase is required to obtain benefits from this Limited Warranty. If you have difficulty obtaining assistance, please write to:

Decorá Customer Service One MasterBrand Cabinets Drive Jasper, Indiana 47546 www.Decoracabinets.com



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