



## **One-Year Limited Warranty**

Lotus Tile USA warrants to its immediate and direct Purchaser, and no other person, that MANUFACTURED FIRST CHOICE QUALITY products will be free from defect for a period of one-year from date of purchase. This warranty only applies to installations made by duly and properly licensed and active tile contractors. Defect is defined as a shortfall in the product to perform to specifications as disclosed in product literature, within industry allowable tolerances as set forth by the Tile Council of North America (TCNA), the American National Standard Institute (ANSI), and the Marble Institute of America. This warranty is the sole warranty provided by Lotus Tile USA to its direct Purchasers and replaces any statutory warranties to the maximum extent allowable by law. It is the direct Purchaser's responsibility to inspect all product prior to installation. Visual defects or nonconformities reasonably apparent, that direct Purchaser knows of or should know of, prior to installation void this warranty as installation is deemed acceptance of product.

This warranty covers only the following:

1. Immediate and direct Purchaser from Lotus Tile, as evidenced by an invoice.
2. Immediate and direct purchases of FIRST QUALITY products paid for in full, as evidenced by an invoice.
3. Performance of the product only and not installation of product.
4. Products installed by duly and properly licensed and active tile contractors.

### **Exclusions from Warranty**

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. Improper installation, installation defects or errors, fabrication defects or errors, or improper transportation and handling of the products;
2. Improper outdoor use of product;
3. Improper commercial use of the product;
4. Installation by an unlicensed, inactive, or improperly licensed tile contractor;
5. Installation of any incorrectly sized, colored, shaded, calibrated, matched, or packaged product;
6. Customer or contractor improper use or maintenance of the product including negligence, physical, or chemical abuse;
7. Ordinary wear and tear;
8. Normal variations between field tile and trim tile;
9. Normal design, shade, or color variation from samples, website, or other illustrations;

10. Grout-related problems, including but not limited to, shade variation, discoloration, deterioration, staining, hazing, or mildew;
11. Any act or omission which might be reasonably expected to damage the product, including but not limited to, exposure to extreme temperature, wet-dry cycles, heat or fire, and appliances or furniture that would scratch the product;
12. Any Commercial or Second quality products, or any products not classified as First Quality;
13. Any natural stone products;
14. Any labor charges for the removal of product or installation of replacement product.

#### **Procedure for Making a Claim**

1. The immediate and direct Purchaser must provide Lotus Tile notice of any warranty claim within thirty (30) days of alleged defect discovery for warranty to potentially apply. The immediate and direct Purchaser's failure to file a claim within the warranty period shall be deemed to act as a waiver and time bar for any and all warranty-related claims against Lotus tile.
2. Written notice must be sent by email to [orders@lotustileusa.com](mailto:orders@lotustileusa.com) with proof of purchase by means of invoice, photographs of the product, and photographs of the labeled boxes the product was received in. Failure to provide such documentation may result in denial of any warranty claim.
3. If the product has already been installed, the direct Purchaser must provide jobsite access to a Lotus tile representative and/or industry expert to complete a Job Inspection Report and photograph the installation. Purchaser must provide Lotus the contractor's name, license number, and contact information.

#### **4. Limitation of Liability**

5. If a defect in materials is discovered within the one-year period and a remedy is not available, the liability of Lotus Tile under any theory of liability, whether contract, tort, strict liability, or otherwise, shall be solely and exclusively limited to the replacement of defective goods F.O.B. Lotus Tile' facility or, at Lotus Tile option, refund of the purchase price of such defective goods. IN NO EVENT SHALL LOTUS TILE USA LIABILITY UNDER ANY CLAIM MADE BY PURCHASER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. Lotus Tile disclaims all express warranties not contained in this warranty. No agent, employee, or representative of Lotus Tile or any installer, dealer, agent, builder, designer, or manufacturer has any authority to alter or modify the obligations or limitations of this warranty. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Lotus Tile immediately (1-954-973-4700).
6. IN NO EVENT SHALL LOTUS TILE USA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, LOSS OF USE, OR OTHER DAMAGES BY REASON OF ANY BREACH OF WARRANTY, IMPROPER INSTALLATION, MAINTENANCE, OR USE OF THE PRODUCT OR ANY DELAY OR FAILURE IN DELIVERY, WHETHER OR LOTUS TILE USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. Disclaimer**

8. Tile is subject to variation in technical specifications, including COF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only. Lotus Tile does not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum tile performance specifications. Lotus Tile does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Buyer is to verify color, shade, caliber and texture with current and available stock on hand prior to purchase or installation. Installation constitutes acceptance.
9. Polished porcelain tile and glazed polished porcelain tile must be sealed prior to grouting and the grout color must match the predominant color of the tile.
10. Natural stone products are quarried from natural formations, rather than made at a factory. No two pieces are alike and there are inherent variances in all stone. Because these products are not subject to a manufacturing process, quality warranties are limited to the specified representations in product literature and guidelines established by the Marble Institute of America. Lotus Tile does not warrant natural stone products for shade, size, thickness, warping, cleft variations, veining, surface finish variations, or other natural variations.

## **11. Implied Warranties Limited in Duration**

12. Any implied warranty applicable to the product sale, including the implied warranty of merchantability or the implied warranty of fitness for a particular purpose is limited in duration to the duration of this written warranty or the maximum statutory period, whichever is less. Some states do not allow limitations on implied warranty duration, so the above limitation may not apply to you. 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.