

One-Year Limited Warranty

Hartson-Kennedy Cabinet Top Co., Inc., warrants to purchasers of manufacturer's products that the products manufactured shall be free from defects in materials and workmanship for a period of one (1) year from the date of purchase. This warranty applies only to properly installed products under normal use and wear.

This warranty shall not apply, and Hartson-Kennedy Cabinet Top Co., Inc. shall have no liability, under any of the following circumstances:

- 1. Damage due to improper installation.
- 2. Damage to products after manufacturer's delivery.
- 3. Damage due to heat in excess of 275° F.
- 4. Damage from abrasive cleaners or harsh chemicals.
- 5. Damage due to moisture.
- 6. Damage from accidents, abuse, or misuse.

Exclusive remedy under this warranty:

Hartson-Kennedy Cabinet Top Co., Inc., the manufacturer, shall be liable **only for the repair or replacement** as manufacturer may elect, of any product returned to manufacturer, with transportation charges prepaid, if examination shall prove to manufacturer's satisfaction that the countertop is defective in material or workmanship and provided that the manufacturer shall be notified in writing of any defect no later than one (1) year from the date of purchase.

Hartson-Kennedy Cabinet Top Co., Inc. will not cover the cost for removal or installation of the replacement countertop(s) or any other costs associated with a reinstallation. No replacement under the warranty shall extend the one-year warranty period.

Hartson-Kennedy Cabinet Top Co., Inc. will not cover any cost associated with delay(s) on countertop order(s). Delivery dates are estimated dates and are not guaranteed.

No person is authorized to make any other warranty or representation, expressed or implied, or assumes liability on manufacturer's behalf unless made or assumed in writing by the manufacturer.

THIS WARRANTY SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER AND IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES WHICH MAY ARISE BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE PERIOD OF THE WRITTEN WARRANTY SET FORTH HEREIN. HARTSON-KENNEDY SHALL NOT UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO, OR LOSS OF USE OF, PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES, OR ANY OTHER DAMAGES ARISING FROM THE PURCHASE. HARTSON-KENNEDY'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE HARTSON-KENNEDY PRODUCT.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

No person, agent, dealer, employee, or representative of Hartson-Kennedy nor any installer or fabricator is authorized to modify the warranty in any respect.

To make a claim under this warranty, contact your original dealer.

Hartson-Kennedy Cabinet Top Co., Inc. 522 W. 22nd Street Marion, Indiana 46953 1-800-388-8144