

**MAGNIFICA® by Bedrosians® Tile & Stone****10 YEAR LIMITED WARRANTY**

Bedrosians® Tile & Stone ("Bedrosians®") warrants to its immediate and direct customer ("Purchaser"), and no other person, that Magnifica® 12mm and 2cm 60"x126" or 60"x127" porcelain panels ("Product") shall be free from material manufacturing defects under normal use and service, for a period of ten (10) years from the date of purchase from Bedrosians®, as evidenced by the original invoice. This non-transferrable warranty only applies where (1) the product is fabricated and installed by a duly and actively licensed fabricator and installer who has completed an ANSI specified qualification program; (2) the Product is installed in accordance with the Tile Council of North America (TCNA) handbook guidelines, ANSI A108.19 installation standards, and all of the Manufacturer's written instructions; (3) the Product is used for its intended purpose, permanently installed in an appropriate application, not moved from its original installation and; (4) the Product is properly cared for and maintained.

**NO REGISTRATION**

No registration is required, however, proof of purchase must be evidenced by the original invoice and the Magnifica® panel identification information/serial number must be intact. This warranty does not apply to any other products, including other sizes, thicknesses, or porcelain panel products supplied by any other party or under any other name except Magnifica® by Bedrosians® in the 12mm and 2cm thickness and 60"x126" or 60"x127" size. All invoices for the Magnifica® slabs must be paid for in full or the warranty is void in its entirety. This warranty does not cover products received gratis, or free of charge.

**DISCLAIMER**

Merchandising materials and product samples are representative of a product's potential characteristics and should be used for general reference only. Tile by its nature is subject to variations in color, shade, grain, sizing, movement, surface texture and finish. Such variations do not constitute a defect. Tile is subject to variation in technical specifications, including DCOF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. We reserve the right to make changes to product specifications at any time without notice.

It is the sole duty and onus of the Purchaser and/or End User to inspect and approve all Magnifica® panels upon receipt and prior to fabrication and installation. Any damage to the product caused by improper handling, fabrication, installation and/or care and maintenance is not the responsibility of Bedrosians®. If, during initial inspection, the Purchaser and/or End User is not satisfied or finds fault with the Magnifica® slab, the product should NOT be fabricated or installed.

No agent, employee, or representative of Bedrosians® 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, whether written or oral, that differs from the terms of this warranty are not valid and should be brought to the attention of Bedrosians® Product Warranty Department immediately by contacting [productwarranty@bedrosians.com](mailto:productwarranty@bedrosians.com).

**EXCLUSIONS FROM WARRANTY**

This warranty only covers manufacturing defects. Certain factors are beyond the control of Bedrosians®, including but not limited to fabrication or installation defects, mishandling, structural design, environmental conditions, chemical abuse, or general product abuse, none of which are covered by this warranty. Manufacturing defect is defined as a shortfall in the product to perform within manufacturer's specifications and industry allowable tolerances as set forth by the Tile Council of North America (TCNA) and the American National Standard Institute.

Below are some, but not a complete list, of issues the warranty does not cover:

1. Improper substrate preparation and flatness requirements
2. Seam performance and/or appearance, adhesives, caulk, or other accessory items. Once installed, the two main reasons for seam separation or cracking are thermal separation and shifting or movement of the substrate, cabinets or foundation;
3. Improper seam placement, such as over a dishwasher or trash compactor;
4. Alterations to the factory finish or slab thickness;
5. Mishandling, misuse, physical/chemical abuse, or inappropriate use of cleaning solvents/products;
6. Cracks or chips resulting from excessive pressure, impact, or loading applied from a person or object or inadequate radius on edges or corners;
7. Normal "wear and tear", normal fading, or discoloration;
8. Improper maintenance and/or failure to follow porcelain tile care guidelines as provided on [bedrosians.com](http://bedrosians.com);
9. Defective or improper transportation, fabrication, installation, or workmanship;
10. Variations in shade, color, pattern or shade distribution against the samples or merchandising materials;
11. Exposure to excessive heat or thermal shock;
12. Installation in vehicles, aircraft, or watercraft applications;
13. Scratches or damage to the surface of the product after departure from a Bedrosians® facility. This material is highly scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance;
14. End User dissatisfaction with the color or surface finish of the Magnifica® panel(s) during or after fabrication and/or installation;
15. Installation with insufficient expansion joints;
16. Installation with improper or insufficient support, excessive deflection in the substrate, cabinets, structures, substrate, or sub-floors, causing failure;
17. Chips or cracks that result from "dry" cutting or "dry" polishing;
18. Damage to mitered edges or corners;
19. Stains or markings caused by daily living or harsh chemicals;
20. Insufficient bond coat application;
21. Installation with aerosol adhesives or adhesives that discolor the product;
22. Damage or injury caused by any act of God, natural disaster, vandalism, war, accidents, or site conditions.

## **PROCEDURE FOR MAKING A CLAIM**

1. The Purchaser must provide Bedrosians® prompt written notice within thirty (30) days of alleged defect discovery. The immediate and direct Purchaser's failure to file a claim with complete information within thirty (30) days shall be deemed a waiver and time bar for any and all warranty-related claims against Bedrosians®. Written notice must be sent to [productwarranty@bedrosians.com](mailto:productwarranty@bedrosians.com) and must include:
  - Proof of purchase by means of an original Bedrosians® invoice;
  - Serial number of the slab with alleged defect;
  - Photographs of the slab under proper lighting;
  - Installer and/or fabricator's name, license number, and phone number;
  - Installation date; and
  - Description of the claim
2. Bedrosians® shall have the right to send a representative or third-party expert to inspect and photograph the product onsite, and to have samples of the product sent directly to the manufacturer or a testing facility. Bedrosians® reserves the right to inspect any and all alleged defects prior to any repair, remediation, or settlement of any defect. All original identifying information and labels must be kept intact until after inspection. In the event the Purchaser fails to timely notify Bedrosians® or fails to allow Bedrosians® the right of inspection, discussion or decision making in advance of repair, remediation or settlement of any defect, this warranty will be rendered void in its entirety. In the event

Purchaser and/or End User refuse to supply Bedrosians® with reasonably requested documentation, this warranty will be rendered void in its entirety.

### **WHAT WILL BEDROSIANS® DO?**

If or should any manufacturing defect become apparent during the limited warranty period, our Product Warranty Department will evaluate installation, care and maintenance information and photographs submitted and consult with the manufacturer. After assessing the claim, Bedrosians® will notify the Purchaser in writing. In the event of a manufacturing defect, Bedrosians® will replace the defective product with a product of equal value. If the product is replaced, exact color match is never guaranteed. If Bedrosians® cannot replace the product or such replacement is not commercially practicable, Bedrosians® may, at its sole option, refund the purchase price as reflected in the original Bedrosians® invoice. Labor charges for the fabrication, removal, or installation of the replacement product or any supplemental expenses are specifically excluded from this warranty. Bedrosians® shall have no liability for any loss, expense or damage resulting from the installation of Magnifica® panels.

### **LIMITATION OF LIABILITY**

The liability of Bedrosians® 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. Bedrosians® facility or, at Bedrosians® option, refund of the purchase price of such defective goods. IN NO EVENT SHALL BEDROSIANS® LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH DAMAGES ARE CLAIMED. UNDER NO CIRCUMSTANCES SHALL BEDROSIANS® BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, LOSS OF USE, OR OTHER DAMAGES SUCH AS LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS, WHETHER OR NOT BEDROSIANS® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER AND THE SOLE AND EXCLUSIVE WARRANTY OF BEDROSIANS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.

### **Implied Warranties Limited in Duration**

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 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. Bedrosians® provides detailed information in its product literature with regard to appropriate application for its products. Failure to comply with the appropriate application voids this warranty.

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.

### **California Legal Notice**

Magnifica® panels can expose you to chemicals including crystalline silica (airborne particles of respirable size) in dust created during fabrication/installation only if the product is dry cut/ground or pulverized, which are known to the state of California to cause cancer. For more information, go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**Choice of Law:** This Limited Warranty shall be interpreted exclusively under the laws of the state of California.

**Effective Date:** This Limited Warranty only applies to products purchased and installed after April 1, 2018.