

LIMITED LIFETIME WARRANTY (Residential Purchaser)



MasterBrand Cabinets LLC (“We” or “Us”) extends the following limited lifetime warranty (“**Limited Warranty**”) to the first Residential Purchaser (“You” or “Your”) of a cabinet or cast polymer product manufactured by Us (each, a “**Product**”). This Limited Warranty is only applicable to Products sold to the first Residential Purchaser and used in the applications described below within the United States, Canada, and/or Mexico. Except as allowed below or by applicable law, You may not assign or transfer this Limited Warranty.

WHO IS A RESIDENTIAL PURCHASER?

Under this Limited Warranty, a “Residential Purchaser” means any of the following:

- a person who purchases and installs the Product in a dwelling that is owned and used by that person as a primary or secondary home;
- any person or business such as a builder, contractor or developer that purchases and installs the Product in a newly constructed or remodeled dwelling that will be used by the initial owner/purchaser of that dwelling as a primary or secondary home. In such situation, this Limited Warranty may be assigned to the initial owner/purchaser who uses the dwelling as a primary or secondary home. In such circumstances, this Limited Warranty may be assigned to the initial owner/purchaser who uses the dwelling as a primary or secondary home. Under this Limited Warranty, a primary or secondary home does not include rental property, or homes used for vacation rental properties, even on a part-time basis (e.g., AirBNB, VRBO, etc.). This Limited Warranty does not apply to landlords, leasing companies or other commercial purchasers (See Commercial Warranty); or
- a consumer subject to the Quebec Consumer Protection Act.

WHAT DOES THIS LIMITED WARRANTY COVER?

Subject to the exclusions and limitations set forth in this Limited Warranty, We warrant to You that each Product will be free from defects in material and workmanship, under normal use and maintenance, for the applicable warranty period stated below. This warranty gives You specific legal rights, and You may have other rights which vary from State to State or Province to Province.

WHAT IS THE WARRANTY PERIOD APPLICABLE TO RESIDENTIAL PURCHASERS?

The warranty period for Your Product (excluding certain components discussed in the following paragraph) begins on the date the Product was purchased, whether purchased by You or by a third party on Your behalf. Your warranty is only valid if you use the dwelling as your primary or secondary home and does not extend to future owners if the property is sold.

Notwithstanding the preceding paragraph, the warranty periods applicable to the following Product components that were not originally manufactured by Us are as follows:

- Vent Hoods, Blowers, and components: 1 year from the date of original purchase
- Lighting, Electronic, and Powered components: 2 years from the date of original purchase.
- Decorative Hardware: 1 year from the date of original purchase.

DISCLAIMER OF OTHER WARRANTIES:

IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE EXCLUSION OF WARRANTIES CONTAINED IN THE IMMEDIATELY FOLLOWING PARAGRAPH DO NOT LIMIT YOUR RIGHTS AND REMEDIES UNDER SUCH ACT, INCLUDING THE RIGHT TO MAKE A CLAIM UNDER ANY OF THE STATUTORY WARRANTIES PROVIDED UNDER SECTIONS 34 TO 54 OF SUCH ACT. CERTAIN OTHER STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE BELOW LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY IS OUR SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY APPLICABLE TO THE PRODUCT AS STATED ABOVE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

WHAT THIS LIMITED WARRANTY DOES NOT COVER:

The Limited Warranty does not apply to any Product:

1. installed or used outdoors;
2. used for purposes for which it is not designed or intended by Us;
3. which has been subjected to misuse, vandalism, abuse, negligence, accident, or unauthorized modifications;
4. which has been improperly stored (if the Product must be stored, it should be covered and stored in a humidity and temperature controlled environment, away from direct sunlight);
5. which has been improperly installed, cleaned, or maintained (for more information regarding the proper use and care of the Product, please consult the applicable Use and Care Instructions that accompanied the Product or that can be found at www.bertch.com/warranty;
6. which has been subjected to improper temperature, moisture and/or humidity extremes (temperature outside the range of 50-85°F (10-29°C) and humidity outside the range of 30-55% are considered extreme);
7. damaged by fire, flood, acts of God, or other external causes beyond our control;
8. varying in color and characteristics due to age, sunlight, smoke, or other environmental conditions;
9. exhibiting any effects on the color and/or integrity of the finish or appearance due to the use of abrasive cleaners, cleaners that contain chlorine, acidic cleaners, scuffing sponges or steel wool;
10. which has been subjected to weight in excess of 15 pounds for square foot for shelves and all load bearing surfaces;
11. which has been purchased or sold as salvage goods or products by any individual or entity;
12. exhibiting warping that occurs after the first 365 days from the date of purchase;
13. which has been subjected to direct contact with a liquid for an unreasonable period of time (i.e., bath or kitchen sink water not being wiped off when direct contact occurs);
14. which has been subjected to excessive heat and/or steam;
15. for which You have received a full refund from any person or entity other than Us; and/or
16. exhibiting normal wear and tear.

In addition, natural woods may vary in color and characteristics and exhibit subtle changes as they 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. Further, natural wood and finishes will have "character" spots (knots, burl, blemish, flecking, etc.) which could impact hardware placement. Knots, if they appear, will be sound and closed. At certain angles, light may be visible through a knot. Flecking, a visual characteristic that may appear based on the cellular composition of wood when cut, is based on the natural and unpredictable characteristics of raw material. These variations and features are considered to be the nature of the material in relation to their environmental exposure and are not covered under this Limited Warranty.

All solid and composite wood used in our Product is processed to a moisture content that is resistant to insect infestation. The manufacturing process for veneer and engineered wood products is followed to effectively eliminate insects from manufactured panels and structural composite lumber products. Please note that it is possible for infestation to occur after manufacturing whether in storage or after installation due to environmental conditions. As set forth above, this Limited Warranty does not cover environmental conditions, such as excessive humidity during storage or the infestation of powder post beetles, termites, etc., once the product leaves our facility. In any new construction or remodel, a home may be exposed to the elements, and it is the homeowner's responsibility to take preventative measures to avoid infestation subsequent to delivery of our Product.

SOLE AND EXCLUSIVE REMEDY:

In the event of a defect in the workmanship or materials of a Product or Product component occurring during the warranty period described above, We will, at our option, repair or replace any defective Product or Product component. If We determine, at our sole discretion, it is not commercially feasible to repair or replace a defective Product or Product component, We may refund the original price paid by You for the defective Product or Product component, or provide a credit towards a similar type of product sold by Us. The foregoing are Your sole and exclusive remedies for any Product defect or non-conformity. By way of example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (1) labor costs for the original installation, removal, or reinstallation of the Product, or defective part thereof; (2) labor costs or material charges for the removal, reinstallation, repainting, refinishing or replacement of any other items or building materials which must be removed, replaced, reinstalled, or refinished in order to repair or replace the defective Product or component. For example, costs associated with the following will not be reimbursed: counters, sinks, tiles, flooring, accessories, appliances or plumbing fixtures. When a timely claim for warpage, joint separation or wood growth is submitted, We may, at our option and after inspection, defer action for up to 12 months to allow the Product to acclimate to the installed environment. Additional information regarding warping can be found at www.bertch.com. Further, We reserve the right to modify or alter any Product design, specifications or materials without obligation to make similar changes to Products previously manufactured or sold by Us.

The repair or replacement remedies offered by Us under this Limited Warranty are contingent on the current Product offerings of styles and construction options within our Product line at the time a warranty claim is made by You. If a valid warranty claim is filed for an obsolete Product, We reserve the right, at our sole option, to honor its repair or replacement obligations under this Limited Warranty by either: (1) replacing the affected Product or component with a new Product or component of the same or approximate style or color from our current Product line or offerings; or (2) replacing the affected Product or component to achieve a uniform appearance with a similar or comparable product style or approximate color of the originally purchased style. If a Product or components are replaced or repaired, We cannot guarantee an exact match with the finish or appearance of other products or fixtures installed at Your dwelling. This is due to changes that may occur during the Products' natural aging process, affecting its color and/or grain.

EXPECTATIONS OF PURCHASER:

We expect that You will promptly inspect all Product and promptly inform Us of any defects in the workmanship or materials of a Product or Product component. We also expect that You will cooperate with and accommodate all reasonable requests by Us to investigate and evaluate any claim made pursuant to this Limited Warranty, including requests to allow Us to inspect and/or test the Product.

LIMITATION OF LIABILITY:

If You are a consumer subject to the Quebec Consumer Protection Act, the limitations of liability contained in the immediately following paragraph do not release Us from the consequences of our own actions or the actions of our representatives. Certain other States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the below limitation or exclusion may not apply to You.

The remedies described above are Your sole and exclusive remedies and our entire liability for any breach of this Limited Warranty. Our total liability shall under no circumstances exceed the actual amount paid by You for the defective product. Further, We shall not under any circumstances be liable for any consequential, indirect, incidental, special or punitive damages or losses (including but not limited to lost profits and alleged damages for delay, inconvenience, or emotional distress), even if this Limited Warranty is deemed to have failed of its essential purpose.

HOW DO YOU OBTAIN WARRANTY SERVICE?

This Limited Warranty can also be found online at www.bertch.com/warranty. To obtain more information regarding the Product or to make a claim under this Limited Warranty, contact one of our authorized dealers or distributors, 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:

MasterBrand Cabinets LLC; Attn: Consumer Affairs

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