

Limited Lifetime Warranty

(Residential Purchaser)

Mid Continent Cabinetry Signature Series

LIMITED
LIFETIME
WARRANTY

Mid Continent Cabinetry (“We” or “Us”) extends the following limited lifetime warranty (“Limited Warranty”) to the first Residential Purchaser (“You” or “Your”) of a cabinet, vanity, or countertop 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 and Canada (excluding Quebec). 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.

Under this Limited Warranty, a primary or secondary home does not include rental property. This Limited Warranty does not apply to landlords, leasing companies or other commercial purchasers.

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) is for as long as You own the dwelling in which Your Product was originally installed and You use the dwelling as a primary or secondary home.

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: 5 years from the date of original purchase.
- Hinges and Drawer Slides: Warranted by the manufacturer for the lifetime of the product.

DISCLAIMER OF OTHER WARRANTIES: 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. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

WHAT THIS LIMITED WARRANTY DOES NOT COVER (EXCLUSIONS): 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 <http://www.midcontinentcabinetry.com/support/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; and/or
- (8) 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. Sunlight, smoke, and other environmental conditions may also affect the color and integrity of the Product’s finish or appearance 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 or appearance over time. Do not use abrasive cleaners, cleaners that contain chlorine, acidic cleaners, scuffing sponges or steel wool because they may scratch and affect the color or finish of the Product. Any such effects on the color and/or integrity of the finish or appearance over time are not considered defects in material or workmanship and are not covered by this Limited Warranty.

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; provided, if 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 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. 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 of 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 the Your dwelling. This is due to changes that may occur during the Products’ natural aging process, affecting its color and/or grain.

LIMITATION OF LIABILITY: 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 lost profits), even if this Limited Warranty is deemed to have failed of its essential purpose. Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

HOW DO YOU OBTAIN WARRANTY SERVICE? This Limited Warranty can also be found online at <http://www.midcontinentcabinetry.com/support/warranty>. To obtain more information regarding the Product or to make a claim a 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:

Attn: Claims Department
Mid Continent Cabinetry
950 Blue Gentian Rd., Suite 200
Eagan, MN 55121
Phone: (651) 234-3300 Fax: (651) 234-3398

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