

## Warranty

WARRANTY: ABS Cabinets Direct hereby warrants that all cabinets sold by ABS Cabinets Direct are free from imperfections in materials and workmanship for a period of five years (residential)/one year (commercial) from the date of purchase. This warranty is explicitly and singlehandedly limited to repair or replacement of the defective part at the sole discretion of ABS Cabinets Direct, and is not inclusive of the labor for either removal or replacement of defective parts. This warranty is only valid for the original purchaser and is non-transferrable to any other party. Defects caused by improper handling, storage, installation, assembly or disassembly, damage, product modifications, exposure to elements, misuse, abuse, or negligence are excluded from the warranty.

VARIATIONS AND ENVIRONMENTAL EXPOSURES NOT COVERED: By purchasing from ABS Cabinets Direct, the original purchaser is in agreement with the fact that natural wood varies in texture, color, and grain. As a result, the purchaser acknowledges that it may exhibit subtle changes as it ages. Exposure to smoke, sunlight, moisture, household cleaners, and other environmental factors may have the ability to alter both the original color and/or cause the wood to warp, split, or crack. Variations such as these are considered to be inherent in nature and are not covered under this warranty, as this is related to the environmental exposure of the elements.

UPDATED PRODUCT LINES: Periodically, ABS Cabinets Direct updates and adjusts its product line and specifications. Repair is not covered under warranty claims that are filed under obsolete or changed products. ABS Cabinets Direct ensures the replacement of the part under warranty with a new part of the same style or with a similar style currently offered by ABS Cabinets Direct. The company is not responsible for the replacement of a product that may not match the installed product exactly.

DISCLAIMERS AND ADDITIONAL LIMITATIONS. ABS Cabinets Direct offers no other warranties than the ones set forth in the above specifications. The original purchasers exclusive remedies are limited to those stated above. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY AND AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ABS Cabinets Direct is in no way responsible or liable for consequential or incidental damages, including but not limited to damages arising from personal injury, lost profits, loss of business opportunities, loss of property, economic losses, or statutory or exemplary damages, whether any of the preceding damages are due to negligence, warranty, strict liability, or otherwise. This limited liability applies to all parties, including an end-user or homeowner to which the original purchaser sells ABS Building Supplies' products.

INDEMNIFICATION OF ABS Cabinets Direct BY THE ORIGINAL PURCHASER FOR ASSEMBLY AND INSTALLATION WORK. Regarding any product assembled or installed by the original purchaser or its agents, the original purchaser agrees to indemnify, defend and hold ABS Cabinets Direct harmless from and against any and all claims, lawsuits, judgments, losses, civil penalties or actions, costs, liabilities, damages, and expenses that include attorney's fees, by any party, entity, or class action arising from or related to the following: (a) acts or omissions of the original purchaser or its agents or contractors (b) products provided by the original purchaser by way of its agents or contractors (c) dispute regarding the original purchaser's product warranties, guarantees, covenants, representations, and any breach thereof, and the breach of any applicable law or otherwise (d) disputes or claims regarding promotional or advertising matter, fixtures, displays, guarantees, representations, warranties, labels, and both verbal and written instructions furnished by the original purchaser or its agents or contractors (e) disputes regarding the infringement of any patent, design, trade name, trademark, copyright, trade secret, or any other right or entitlement of any third party (f) environmental, property, and toxic tort claims, lawsuits, judgments, losses, civil penalties, or actions and (g) claims against ABS Cabinets Direct by the original purchaser's employee regarding workers' compensation matters. This agreement to indemnify agreement to indemnify, defend and hold harmless ABS Cabinets Direct applies irrespective of any negligence by ABS Cabinets Direct except to the extent determined in legal proceedings that the loss resulted from the sole fault or negligence of ABS Cabinets Direct.

NON-TRANSFERABILITY OF WARRANTY. This warranty by ABS Cabinets Direct is non-transferrable to end-users, including both homeowners and consumers who purchase products from ABS Cabinets Direct through the original purchaser. Any and all end-user warranty claims must be handled through and by the original purchaser, which may independently provide warranties to the end-user. The original purchaser, through its independent warranty with an end-user, is liable for a claim that either would otherwise have been covered by ABS Cabinets Direct's warranty to the original purchaser but for its non-transferability OR occurs within five years from the end-user's date of purchase. In this case, ABS Cabinets Direct will reimburse the original purchaser for the repair or replacement cost, up to the amount and only for the limited claims covered under this warranty.

SUBMITTING A CLAIM. In order to submit a warranty claim, it is the responsibility of the original purchaser to contact ABS Cabinets Direct headquarters or warehouse from which the product was purchased. The original purchaser must show proof of purchase with a copy of the invoice dated no earlier than five years from the date of the warranty claim. At its discretion, ABS Cabinets Direct may require an inspection of the supposed defective product before repair or replacement of the product. ABS Cabinets Direct may require returning the allegedly defective product, which may be returned at the discretion of ABS Cabinets Direct Cabinetry's Defective Products Return Policy.