

Commercial Warranty of Interstyle GLASS TILE

(July 2016)

Interstyle Ceramic & Glass Ltd. warrants to the owner of the original installation that Interstyle GLASS TILE when fabricated and installed by a Interstyle Certified Fabricator/Installer, shall be free of manufacturing/material defects. This warranty applies to the repair or replacement of defective Interstyle glass surface that has been permanently installed and has remained in its original location. The option to repair or replace is at the sole discretion of Interstyle Ceramic & Glass Ltd.

Interstyle Ceramic & Glass Ltd. makes no express or implied warranty including without limitation, the warranties of merchantability, fitness for a particular purpose, or from any other course of dealing or trade usage regarding the product. No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

Interstyle Ceramic & Glass Ltd. sole responsibility and liability under this warranty shall be to repair, or to replace, at Interstyle's sole option, the products shown to be defective, during the warranty period. Interstyle Ceramic & Glass Ltd. shall have no liability for any loss, expense or damage, as a result of the installation of Interstyle material. Under no circumstances shall Interstyle Ceramic & Glass Ltd. be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

The original owner must provide Interstyle Ceramic & Glass Ltd. with prompt notice of any alleged defect by contacting Warranty Services at 800-667-1566. Interstyle Ceramic & Glass Ltd. or its authorized agents must be permitted to inspect the product and to follow our warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Interstyle Ceramic & Glass Ltd. and shall be final and binding on all parties. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Interstyle Ceramic & Glass Ltd. with respect to Interstyle glass surfacing products.

In the event of defect covered under this warranty, Interstyle shall have the sole discretion whether to repair or replace Interstyle glass material (not including the cost of installation and/or fabrication). Without derogating from the aforementioned, replacement of defective Interstyle glass tile will be subject to inventory constraints. In addition, the replaced tile may not be exactly the same as the defective tile.

Terms and Conditions

1. This warranty applies only to Interstyle glass materials. This warranty does not apply to any other products, including other glass surfacing products manufactured or supplied by any other party, except Interstyle Ceramic & Glass Ltd.
2. This warranty applies only to Interstyle materials that are permanently installed in commercial structures and that have not been moved from their original installation.
3. This warranty does not apply to unoccupied structures.
4. This warranty does not cover materials and/or services that have not been paid in full.
5. This warranty only applies to materials that have been maintained according to Interstyle Warranty and Care & Maintenance guidelines. Care & Maintenance guidelines are available at <https://interstyleglass.com/glasstile/commercial-warranty/>.
6. Following installation, you must register your product within thirty (30) days in order to activate your warranty.
Complete the online warranty registration form at <https://interstyleglass.com/glasstile/glass-tile-warranty-registration/>. In the event that no record of your warranty is on file, you must provide proof of purchase in the form of your original receipt or invoice showing the name of the Owner and Certified Interstyle Fabricator. Upon receipt of this original documentation Interstyle Ceramic & Glass Ltd. will fully honor this warranty. You must agree to cooperate with Interstyle Ceramic & Glass Ltd. or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.
7. To request service under this warranty you must contact the company who sold you Interstyle or contact Interstyle Ceramic & Glass Ltd. Warranty Services directly at 1-800-667-1566 promptly (within 30 days).
8. Laws and building safety regulations governing the design, engineering and construction of installations vary widely. Interstyle Ceramic & Glass Ltd. assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.
9. Commercial Property shall consist of any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels or other temporary residence applications.
10. This commercial warranty is not transferable. This warranty is issued to the original owner of the structure in which Interstyle was installed and expires upon transfer of the ownership of the structure to a third party.



Exclusions

1. Routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the Interstyle Ceramic & Glass Ltd. Care & Maintenance guide are not covered or assigned to a third party.
2. This warranty does not cover Interstyle products used in outdoor applications.
3. This warranty does not cover Interstyle products used in flooring applications.
4. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
5. This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by Interstyle Ceramic & Glass Ltd. Improper fabrication and/or installation is the sole responsibility of the fabricator/installer.
6. This warranty does not cover chips or other excessive impact damage to the product.
7. This warranty does not cover surface scratches. Interstyle is an extremely durable material and is scratch resistant but not scratch proof. Reasonable care should be taken including the use of a cutting board.
8. This warranty does not cover products installed with a known or visible manufacturing defect at the time of installation, including, but not limited to, color variance particularly at seam locations.
9. This warranty does not cover seam performance or seam appearance, adhesives, caulks or any other accessory items. Once the product is installed the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets, foundation or thermal shock.
10. This warranty does not cover any creative use of the product including bending or curving or thermal shock.
11. This warranty does not cover product that has been milled or otherwise reduced in thickness.
12. This warranty does not cover the installation of sinks, other plumbing fixtures or appliances.
13. This warranty does not cover altering of the factory-applied finish.
14. This warranty does not apply to products with “honed” finishes. Honed finishes require more daily maintenance and may not be appropriate for high traffic areas.
15. This warranty does not cover mitered edges or where the joint is not cut correctly.
16. This warranty does not cover natural variations in color, size, shape or distribution of the pattern of the natural glass or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to architects, designers, dealers, consumers and fabricators are only representative and not an exact replication of what will be installed.
17. This warranty does not cover what is referred to as spots or “beauty marks”. A certain level of spots or ‘beauty marks’ are inherent in the manufacturing process and do not affect the structural integrity of the product.



18. Interstyle shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair or replacement of a defective Interstyle tile covered under this warranty.
19. Interstyle shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair. This warranty does not cover damages caused by work such as plumbing, electrical, tile, cabinets, flooring, etc. placement of a defective Interstyle tile covered under this warranty.
20. This warranty does not cover product that has been moved from its original installation location.
21. Interstyle materials contain important information on the back of each tile. Removing of this product information shall void the warranty.

Interstyle Ceramic & Glass Ltd. Is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering design, structural movement, accidents or acts of vandalism.

Interstyle Ceramic & Glass Ltd. shall not be responsible either in contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

This Agreement constitutes the entire agreement between Interstyle and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Interstyle, or by the posting by Interstyle of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the Canada, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in British Columbia. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in British Columbia, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any



subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Interstyle may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

