



www.dexindustries.com

DEX Industries, Inc. Product Warranty

1. **Limited Warranty**

DEX Industries, Inc. warrants that the Products sold hereunder will be free from defects in material and workmanship, or if the product fails to maintain its functional structural integrity for the intended purpose, for a period of **one year** from the date of purchase. All products are handmade, variation in color, texture, and porosity may occur and are considered inherent valued qualities. Non-structural hairline cracks may result and shall not be considered a manufacturing defect. All units are sealed and waxed to resist moisture and staining, however, DEX does not warrant its product against staining. If the Products do not conform to this Limited Warranty during the warranty period (as herein above specified), Buyer shall notify DEX in writing of the claimed defects and demonstrate to DEX satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to DEX within the warranty period, and the defects are of such type and nature as to be covered by this warranty, DEX shall, at its own expense, furnish replacement Products or, at DEX's option, perform repair of the defective Products, at no cost to the consumer. DEX warrantee does not cover the cost or replacement of any adjacent work to DEX Products such as plumbing, other tile, fixtures, millwork or cabinetry.

2. **Other Limits**

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEX does not warrant against damages or defects arising out of improper or abnormal use of handling of the Products; against defects or damages arising from improper installation (where installation is by persons other than DEX), against defects in products or components not manufactured by DEX, or against damages resulting from such non-DEX made products or components. DEX passes on to Buyer the warranty it received (if any) from the maker thereof of such non-DEX made products or components. This warranty also does not apply to Products upon which repairs have been affected or attempted by persons other than pursuant to written authorization by DEX.

3. **Exclusive Obligation**

THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of DEX shall be to repair or replace the defective Products in the manner and for the period provided above. With respect to the Products or any part thereof, DEX shall not have any other obligation, whether based on contract, tort, and strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall DEX be liable for incidental, special, or consequential damages. This does not include labor charges to repair or reinstall the product and only applies to DEX products that have been handled, fabricated, installed and maintained in the manner recommended by DEX.

4. **Other Statements**

DEX's employees or representatives' ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not a part of the contract for sale or this limited warranty.

5. **Entire Obligation**

This Limited Warranty states the entire obligation of DEX with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.