

## **Kitchens • Baths • Countertops**

## Limited Warranty

New Design, Inc., whose name, address, and phone number appears on the face of this document, warrants and presents to the party in the space designated the following:

Materials covered by this warranty, supplied and installed by New Design, Inc., or under its direction and supervision shall be guaranteed for a period of 24 months from the date of installation against defects in workmanship and material.

Installation performed by persons in its direct employ of subcontractors employed specifically by New Design, Inc. is warranted to be good workmanlike quality in accordance with customary industry practices.

ALL ARTICLES SUPPLIED BY THE FIRM BUT MANUFACTURED BY OTHERS SHALL NOT BE COVERED BY THIS WARRANTY OTHER THAN TO THE EXTENT OF THE WARRANTY GIVEN BY SUCH MANFACTURER OR HIS DISTRIBUTOR FROM WHOM THE FIRM OBTAINED THE PRODUCT. CUSTOMER MUST FOLLOW THE WARRANTY POLICIES GIVEN BY SUCH MANUFACTURER OR DISTRIBUTOR FOR WARRANTY CLAIMS AND SERVICE.

In the event of a defect in fabrication, installation, workmanship, or failure of products supplied by New Design, Inc., New Design, Inc. will correct said defect, within 24 months from the completion of the original work. This warranty excludes any workmanship associated with the natural expansion or contraction of caulk. There will be a \$75 service fee, as well as a labor charge of \$50/hour for any repair that occurs after the 24 month period. This warranty does not cover damages resulting for misuse, abuse, prolonged exposure to liquid or oil, neglect, mishandling, unauthorized modification, structural failure, or damage that is considered an Act of God.

In order to obtain performance of any warranty obligation from New Design, Inc., the purchaser shall immediately contact New Design, Inc., in writing and cooperate fully in supplying the necessary information, as well as access to the premises, relative to the defect or malfunction.

The item purchased under this agreement shall be used exclusively by the purchaser, and therefore there shall be no third party beneficiary to any of the warranties, express or implied, contained in this agreement.

OTHER THAN AS STATED HEREIN, ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. NEW DESIGN, INC. DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Some states/provinces do not allow limitation on how long an implied warranty lasts, or the exclusion of limitation of special, incidental, or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

New Design, Inc. warrants the materials provided to customer to be designed and engineered in accordance with the standards advocated and set forth by customary industry practices.