

MERILLAT CABINETRY

# MERILLAT AUTOGRAPH™ COLLECTION 25-YEAR LIMITED WARRANTY

We know that you've put a great deal of time, thought and investment into the selection of your cabinetry, and we truly appreciate your decision to purchase Merillat® products.

In the unlikely event that you encounter a problem with your cabinetry, we are ready and eager to assist you, subject to the terms of this Limited Warranty.

This Limited Warranty is extended to the original Customer only for use of the product within the United States. This Limited Warranty is not transferable. No changes or modifications can be made to this Limited Warranty except by a company officer.

# STATEMENT OF LIMITED WARRANTY

We firmly stand behind the quality of our products, and warrant to you, our Customer, that our cabinetry will be free from defects in material and workmanship under ordinary use for a period of 25 years from the date of purchase.

## LIMITATIONS AND EXCLUSIONS

This Limited Warranty is limited to defects in material and workmanship and does not apply to:

- Damage caused by the improper installation of your cabinets.
- Damage, theft, or loss that occurs after we have properly delivered your cabinets to you, or your retailer, dealer, builder or contractor.
- Issues with other products used or installed in connection with your cabinets including, but not limited to, appliances, countertops, or plumbing fixtures (including the costs to remove and reinstall such other products).
- Damage caused by misuse, abuse, neglect, accident, alteration, improper
  or non-residential use, exposure to moisture or extreme temperatures, or
  other environmental factors in your home, including smoke damage, failure
  to maintain or acts of God.
- Naturally occurring wood characteristics such as, but are not limited to, variations in color or grain pattern, and knots. These characteristics will be prominent through stained finishes and may be visible through painted finishes.
- Natural joint movement and seam lines. Wood will expand and contract with changes in temperature and humidity. Wood components, such as doors and frames, will develop seam lines, which include small joint separations and hairline cracks in the finish in locations where wood is joined together.
   Painted finishes are particularly prone to seam lines.
- Changes in color and finish due to UV light, sunlight, smoke, household cleaners, and other environmental conditions and general aging. As cabinetry products age, the finish may mellow or discolor slightly.
- Variations from samples and displays. Wood varies significantly from
  piece to piece. Wood finishes change in sheen and color over time due
  to exposure to natural and artificial light and other environmental factors.
  Because of this, new and or replacement cabinets may not match
  showroom displays, color chip samples, photographs in catalogs or
  websites, or existing cabinetry in your home.
- Damage caused by ordinary wear and tear.

### WARRANTY PERFORMANCE

In the event of a defect in material or workmanship within the terms and conditions set forth herein, we will repair or replace the product, at our sole option, without charge. If the affected product is no longer available, Merillat reserves the right to: (i) replace the affected component with a new component of a similar style, or (ii) replace the affected component and any other component within the total product to achieve a uniform appearance with as similar and comparable product style and quality as possible to the original product.

We cannot guarantee that replacements will match the finish and appearance of the original product. Our warranty extends <u>solely</u> to the product. We are not responsible for the cost of: (i) removal of defective product, (ii) installation of repaired or replaced product, or (iii) removal or installation of appliances, plumbing, flooring, or other fixtures. Repaired or replaced product shall be warranted for a period equal to the remaining period of the original Limited Warranty on the product or for ninety days, whichever is longer.

### LIMITED WARRANTY DISCLAIMER

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF MERILLAT CABINETRY'S RESPONSIBILITIES. AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS, ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MERILLAT BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR. WITHOUT LIMITATION. COMMERCIAL LOSS OF ANY SORT: LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT, SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD TO BE ILLEGAL OR UNENFORCEABLE, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY OF THE REMAINDER OF THE LIMITED WARRANTY.

# **CLAIMS**

To initiate a claim, contact your retailer, dealer, builder or contractor.

If you cannot initiate your claim through your place of purchase or if you have difficulty obtaining assistance, you may submit a claim by filling in our online form: https://www.merillat.com/customer-support/contact-us.html

All claims must be submitted in writing and must specify all issues you have with your cabinets. Pictures are also very helpful to assist in processing your claim. Once Merillat has had an opportunity to review your claim, we will, at our sole discretion, either replace defective cabinets and accessories or repair any defects in the cabinets and accessories within a commercially reasonable period of time.

The Merillat Autograph™ Collection is a product of Cabinetworks Group Michigan, LLC, located at 20000 Victor Pkwy, Livonia, MI 48152, (734) 205-4600.

This Limited Warranty is effective for products purchased on or after January 1, 2024.