



## Manufacturer's Warranty Policy

1. MILZEN CABINETRY (hereinafter "MILZEN") warrants to the owner of the original installation of the cabinetry goods that MILZEN cabinetry and wood products, when installed in accordance with reasonable industry standard procedures by an authorized agent of MILZEN, shall be free of material manufacturing defects for periods as follows: (a) **10 (ten) years** from the date of completion of the installation of the MILZEN product for the box and structural integrity of the cabinets, and (b) **1 (one) year** only from the date of completion of the installation for the face of the cabinets or doors. This warranty is conditioned on all terms herein having been duly adhered to. This warranty is non-transferable.
2. If the paintjob on MILZEN products was applied by an authorized retailer or wholesaler of MILZEN, then any naturally-occurring peeling, chips, or cracks in the paint shall be warranted for a period of **1 (one) year** to the original owner and purchaser of the products. If, however, peeling, chips, or cracks in the paint was caused intentionally or through acts of negligent maintenance of the products or through acts of nature or any other unreasonable or unforeseeable act, then this warranty shall not apply. Staining, discoloration, fading, peeling, chips, or cracks caused by use of harsh chemicals, detergents, or bleaches on the paint shall also be excluded from this warranty. For care and maintenance of MILZEN Cabinetry products, please refer to our Care & Maintenance Information Packet accompanying every product.
3. The Care & Maintenance Information Packet must be strictly adhered to and observed for this warranty to apply. Damages that result from a failure or omission to reasonably observe proper care and maintenance of the MILZEN products shall not be covered by this warranty.
4. This warranty shall not cover warranties of merchantability, fitness for a particular purpose, and no warranty whatsoever shall be made with regard to materials produced or provided by manufacturers other than MILZEN.
5. MILZEN's sole responsibility and limited liability under this warranty shall be to repair or replace, at MILZEN's reasonable discretion, products shown to be defective during the warranty period, provided that all terms in this Warranty apply and have been duly adhered to. This warranty shall not cover installation of the MILZEN products. This warranty shall not cover loss of profits, business interruption, consequential, special, punitive or other similar damages.
6. Prompt notice by the original owner must provide MILZEN with immediate notice in writing of any alleged defects that appear, with such notice containing the date that the defect was first observed, a description of the defect, and photographs properly dated close to the date that the effect was first observed. MILZEN's authorized agents must be permitted to inspect the products. All decisions regarding the manufacturing defects shall be made by MILZEN and shall be final and binding on all parties. Original owner must have unequivocal proof and documentation that he or she is in fact the original owner.
7. Additional Terms of Warranty:
  - A. Warranty applies only to permanently installed MILZEN products that have not been moved from the original installation and have not been tampered with by any third parties whatsoever

other than authorized agents of MILZEN. This warranty does not cover additional modifications to the product or installation.

- B. **Warranty does not cover or apply to any products purchased without finish.**
  - C. **Warranty does not cover improper installation of MILZEN products.**
  - D. Owner or customer acknowledges that there may be color and/or graining variations in wood products and that wood products naturally age or darken over time. **This Warranty shall not cover any color or graining variations in the wood, and shall not cover the natural process of aging and darkening of wood products.**
  - E. Warranty cannot be transferred or assigned by original owner. Once ownership has transferred from original owner, warranty automatically expires.
  - F. Any damage to MILZEN products found to be intentional or as a result of original owner's negligence, sole, contributory, or otherwise, shall not be covered by this warranty. The discovery of any supervening or intervening cause of damage to the MILZEN products shall not be covered by this warranty. This warranty shall not cover improper use or abuse. All uses of MILZEN products must be reasonable, or else this warranty shall not apply. This warranty does not cover damage as a result of natural disasters or other "acts of God."
  - G. This warranty shall not cover any mishandling or misuse, any damage as a result of application of excessive heat or intentional exposure to weather conditions, physical or chemical abuse or mishandling.
  - H. Routine maintenance and minor conditions such as surface stains or water spots shall not be covered by this warranty. This warranty covers material defects in the product only.
  - I. This warranty shall not cover products installed with a known or visible manufacturing defect at the time of installation, including but not limited to color variations.
- 8. MILZEN shall not be responsible for either contract or tort damages for any losses arising out of the use or the inability to use the products covered in this warranty.
  - 9. **MILZEN shall not be responsible for monetary damages arising from this Warranty in excess of the purchase price or, if original purchase price may not be ascertained, then in excess of the fair market value of the product.**
  - 10. This warranty shall not cover any "Acts of God," or event of unforeseen disasters, events, or conditions that the parties were not able to contemplate at the execution of this Agreement, such as sabotage, riots, terrorism, political or governmental complications, market conditions, or natural occurrences such as hurricanes, floods, earthquakes, etc.
  - 11. This warranty shall not cover consequential, special, incidental, and/or indirect damages for loss of use, profit loss, business loss, labor expenses in uninstalling or installing any material or parts, whether arising out of breach of warranty, breach of contract, negligence, tort, or any other legal claim.
  - 12. Any dispute or claim arising or related to this warranty shall be exclusively resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One arbitrator shall be selected using AAA procedures. The arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to

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waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Oakland, California; both parties hereby give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

13. To claim under this warranty, notice as described in Paragraph 6 must be submitted in writing by U.S. post to either the retailer or supplier of the goods, or directly to Milzen Cabinetry at 1368 40<sup>th</sup> Street, Emeryville, California 94608, Facsimile: (510) 658-1239.