



ACKLAND™

PREMIUM SURFACES BUILT FOR LIFE

ONE YEAR LIMITED WARRANTY

TERMS OF THE WARRANTY

This limited warranty of **ACKLAND** applies to flooring and surfacing products manufactured or distributed by **ACKLAND**. The product purchased will be free from defects in material and workmanship for a period of one year from date of purchase. Defect is defined as a shortfall in the product to perform within industry allowable tolerances as set forth in standard, national industry protocols. Appropriate tile and stone applications are detailed in the product information provided by **ACKLAND**. This warranty is deemed void if the recommended applications are not followed.

Except as expressly set forth in this warranty, **ACKLAND** makes no other warranties expressed or implied, including any implied warranties or merchantability and fitness for a particular purpose. **ACKLAND** expressly disclaims all warranties not stated in this limited warranty. Any implied warranties that may be imposed by law are limited to the terms of this express limited warranty.

IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

Appropriate tile and stone applications are detailed in the product information provided by **ACKLAND**. This warranty is deemed void if the recommended applications are not followed. No other warranties are applicable beyond the details mentioned here of.

USA STATE LAWS

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state. You are advised to consult applicable state laws for a full determination of your rights.

WHAT IS NOT COVERED BY THIS WARRANTY?

All warranty claims must be reported within thirty (30) days of defect discovery. All products must be inspected prior to installation. After installation, **ACKLAND** disclaims any liabilities. This warranty will not cover:

- Damage from customer misuse including negligence, physical, or chemical abuse.
- Defect due to installation.
- Variation in technical specifications are inherent due to variability in the raw materials and production process.
- Damage or failure due to Acts of God, natural disasters, fire, flood, or other conditions beyond Ackland's control.
- Improper maintenance, storage, alteration, or modification of the product.
- Failure to follow applicable care and maintenance guidelines provided by Ackland.



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ACKLAND does not warrant product installations that violate building codes. Local building codes may dictate minimum tile performance specifications.

NATURAL STONE DISCLAIMER

Natural stone products inherently lack uniformity and are subject to variation in color, shade, finish, etc. It is recommended to blend tiles from different boxes when installing. Natural stones may be characterized by dry seams and pits that are often filled. The filling can work its way out and it may be necessary to refill these voids as part of a normal maintenance procedure. All natural stone products should be sealed with a penetrating sealer.

ADDITIONAL EXCLUSIONS

Pictures and photographic images may not match the actual product. Due to natural and batch variations, product samples may not match supplied materials. Differences in color, shade, and/or surface appearance can be expected in the supplied materials. This One Year Limited Warranty is limited to the original purchaser of the **ACKLAND** product. In newly constructed single-family residences where **ACKLAND** product has been installed, the warranty is available to the original owner and resident and is non-transferable.

LIMITATIONS OF REMEDY

In the event that, within the warranty period, a defect in materials or workmanship is discovered, buyer may claim to replace or repair the defective product only. **ACKLAND** will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy the product are made. No consequential (including, but not limited to, lost profits) or incidental damages are recoverable. **ACKLAND** disclaims all express warranties not contained in this limited express warranty.

PROPOSITION 65 WARNING

PROP 65 WARNING IS INTENDED TO HELP CALIFORNIANS MAKE INFORMED DECISIONS ABOUT PROTECTING THEMSELVES FROM CHEMICALS KNOWN TO CAUSE CANCER, BIRTH DEFECTS, OR OTHER REPRODUCTIVE HARM. TILE AND INSTALLATION PRODUCTS CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE THESE CONDITIONS.

LEGAL VENUE & LIMITATION

This warranty shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any dispute, claim, or legal action arising out of or relating to this warranty shall be brought exclusively in the state or federal courts located in Orange County, California.



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Any legal action relating to this warranty must be filed within fourteen (14) days after the alleged breach of warranty. This limitation period governs how long the customer has to bring legal action, regardless of the warranty's duration.

INSPECTION AND PROOF OF PURCHASE

ACKLAND reserves the right to have any claimed defect professionally evaluated and may require photographs, documentation, or samples of the product for review. Customers must provide proof of purchase to validate warranty claims.

REGULATORY AND SAFETY DISCLOSURES

All **ACKLAND** products should be installed, maintained, and used in accordance with applicable building codes, environmental regulations, and safety standards. Failure to follow recommended installation or maintenance procedures may void this warranty.

ACKLAND assumes no liability for damages or noncompliance arising from improper installation, handling, or use outside of intended applications.

TO MAKE A CLAIM

To obtain remedies under this Warranty, **ACKLAND** must receive Consumer's claim before the end of the Warranty Period:

1. Notify **ACKLAND** upon discovery of any defect.
2. An **ACKLAND** associate or an authorized representative will inspect and/or test the product for defect.
3. Once the defect is validated, **ACKLAND** will notify the buyer in writing. **ACKLAND** reserves the right to remedial action in the form of repair, replace or refund the originally purchased product.

For warranty claims or assistance, please contact: customersupport@acklandsurfaces.com