
Limited Warranty Terms and Conditions

All products ("Products") sold by Medici Mosaics, Inc., Medici & Co., Roma Bath, and Medici Casa (hereafter referred to as the "Company") are subject to this Limited Warranty.

Limited Warranty

The Company warrants that its Products, if properly stored and transported, will be free from defects in materials and workmanship from the date of sale until the date the product is installed ("Warranty Period"). THE PURCHASER SHALL EXAMINE ALL PRODUCTS FULLY PRIOR TO INSTALLATION. If a Company Product is found to be defective during the purchaser's examination, and the purchaser submits the written service request required herein, the Company will, at its option, replace the Product with a Product that is at least functionally equivalent or refund the purchase price.

Extent of Limited Warranty

The Company's obligation is limited to the replacement or refund referenced above. Purchaser is responsible for all other costs. Such costs may include, but are not limited to: shipping, delivery, handling and administrative charges for forwarding the Replacement Product to the purchaser. A certain amount of shade variations may occur due to the inherent conditions of the glass mosaic tile.

This is not a defect in materials or workmanship subject to this Limited Warranty.

Warranty Service

To obtain warranty service, the purchaser must submit a written service request to the Company at Medici & Co., 2725 Mountani Industrial Blvd, Suite A2, Tucker GA 30084. A written service request must include: (1) proof of purchase; (2) a copy of this Limited Warranty; and (3) an explanation of the problem.

Warranty Limitations and Exclusions

THE WARRANTY PERIOD ENDS UPON INSTALLATION OF THE PRODUCT, AND THERE ARE NO WARRANTIES ON THE PRODUCT AFTER INSTALLATION. THIS WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY MAKES NO EXPRESS WARRANTY BEYOND THAT STATED HERE. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The use of any sample or model during the negotiations leading to the purchase of this Product serves merely to indicate a type of Product that will be tendered to the purchaser. These samples or models create no warranty that the Product will conform to the samples or models.

Limitations of Liability

THE COMPANY'S RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESSED, IS LIMITED TO REPLACEMENT, AS SET FORTH ABOVE. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. THE COMPANY IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWN TIME, AND ANY DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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THIS AGREEMENT CONSTITUTES A FINAL WRITTEN EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY COMPANY'S AGENT THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN AGREEMENT SHALL BE GIVEN NO FORCE OR EFFECT.

Governing Law/Venue

This Limited Warranty shall in all respects be governed by the laws of the State of Georgia. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Limited Warranty shall be brought against any of the parties in Dekalb County Circuit Court of the State of Georgia, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Georgia, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.