

STANDARD PRODUCT WARRANTY

Aspen Leaf Kitchens, Ltd. (“Aspen Leaf”) provides a limited product warranty (the “Warranty”) that the custom cabinetry will be built per the terms and specifications set forth in the contract signed between the Customer and Aspen Leaf for production of the custom cabinetry (the “Contract”) and Final Drawings (as defined in the Contract) and that the cabinetry is free from defects in materials except those inherent in natural wood products and workmanship. This Warranty is valid for one year from the date of delivery of the Order (as defined in the Contract) to the Job Site (as defined in the Contract).

This Warranty shall not apply to damage, failure, deficiency or defect which has been caused by misuse, alteration, installation by a third party, unauthorized repair or modification, exposure of the cabinetry to extreme heat or humidity, use of improper cleaning chemicals by the Customer or a third party, UV exposure, water exposure, or damage due in any way to the Customer’s or any other third party’s misuse or negligence. Additionally, the Warranty expressly excludes any damage, failure, deficiency or defect caused by normal use wear and tear or extreme, improper, or abusive use.

The Customer’s sole remedy under this Warranty shall be repair or replacement of the defective cabinetry by Aspen Leaf. To make a claim under this Warranty, the Customer must provide notice in writing to Aspen Leaf before expiration of the Warranty including the following information: the Customer’s name and address, Job Site address, Order number, date of delivery of the Order, and a description of the cabinetry for which the Warranty is claimed. An Aspen Leaf representative will review the Customer’s Contract and other documents to verify the Order number and delivery dates and contact the Customer to schedule an inspection by an Aspen Leaf representative at the Job Site. If, after inspection, Aspen Leaf determines that the Warranty applies to the claimed defects, Aspen Leaf will at its option either repair or replace the warranted cabinetry. Standard lead times apply for the production of any cabinetry to be replaced.

By making a claim under this Warranty, the Customer waives any and all rights to make a claim against Aspen Leaf for damages or other costs associated with the warranted cabinetry. This Warranty replaces all other warranties to the extent permitted by law, whether express or implied, including warranties of merchantability or fitness for a particular purpose. This Warranty is not assignable by the Customer.