

## John Dean Custom Cabinetry

Updated 231016

### Limited Lifetime Warranty

John Dean Custom Cabinetry (here in referred to as JDCC) provides a Limited Lifetime Warranty to the original owners of the installed residential cabinetry (the "Product") and warrants its Product to be free from defects in material or workmanship under normal residential use for as long as they are owned by the original residential purchaser in the Product's originally installed residential location. This warranty is not applicable to rental properties and is not transferable to subsequent owners.

Our obligation under this warranty is limited to the repair or replacement of any Products that prove defective as determined by our review and inspection. This warranty is limited to replacement or repair of defective parts or materials only. Labor charges or damage related to installation, removal, repair or exchange, as well as any incidental and consequential damages, are excluded.

This limited warranty is void and does not cover product if it is:

- misused or used for a purpose not intended or designed by us
- mishandled or subjected to abuse, vandalism, negligence or accident
- improperly stored before installation: product must be covered prior to installation and kept in an environment with controlled temperature and humidity out of direct sunlight at all times
- improperly installed or modified: product must not be installed outdoors, or reconfigured by the owner
- subjected to extreme temperatures or extreme moisture levels after installation: product must be kept at all times in a space within controlled ranges of 50-85 degrees Fahrenheit and 30-55% humidity

Some Products purchased through but not made by JDCC, which are limited in warranty by the maker of the Product, will follow the warranty

provided by the Product's manufacturer. Products with such limited warranty include: waste baskets, inserts, accessories, etc.

The following changes are considered natural and normal and are excluded from the warranty:

- The natural darkening and mellowing that normally occurs to finished wood over time; or the yellowing of finish resulting from exposure to sunlight and/or other environmental conditions

- Natural wood characteristics inherent to the wood species, such as knots, pinholes, graining, or sapwood defined as acceptable within our wood purchase specifications or the differences in stain coloring that occurs between plywood components and solid hardwood components.

- Minor dimensional changes due to the wood's hygroscopic nature.

Because wood constantly absorbs and releases moisture with the environment it will shrink or swell to varying degrees depending on the species; this may result in visible lines around door center panels if not properly controlled that will come and go with seasonal changes in humidity. It may also result in door warpage up to 1/16" per foot which must be allowed to re-acclimate for a full twelve months over the course of changes in seasons.

- Painted finishes that reveal joinery lines due to natural dimensional changes.

Additional exclusions:

- Acts of God, fire, flood, or other influences outside of our control

- normal wear and tear is excluded. Examples include, but are not limited to damage resulting from moisture around sinks and/or moisture from hands transferred to cabinets without wiping away; impact-caused nicks or chips in finish (paint or stain); toe kick damage caused by excessive moisture allowed to remain after cleaning floors.

- this warranty does not apply to finishes that are exposed for prolonged periods of time to tobacco smoke and/or other smoke sources

- this warranty does not apply to cabinetry purchased unfinished

This warranty covers the cost of installation of warranted items for a (2) year period after initial installation of cabinets. Installation costs beyond (2) years of the initial installation are the responsibility of the purchaser.

JDCC reserves the right to change design specifications and materials without obligation to make similar changes to products previously manufactured. If a warranty claim is filed for a product that is no longer manufactured by JDCC, JDCC reserves the right to fulfill the warranty obligation by substituting discontinued product with the most similar styling, wood species, and color available at the time a claim is submitted; claim remedy may include replacing other JDCC components installed in the residential application necessary to achieve a uniform appearance and a similar style to that originally purchased.

These warranties are the exclusive warranties of JDCC and are in lieu of all other warranties, expressed or implied, including the implied warranties of merchantability and fitness for a particular use. In no event shall JDCC be liable for incidental or consequential damages, special damages, exemplary damages, lost profits and revenues, loss of use of the product, bodily injury, and property damage, all whether based on contract, tort, strict liability, or any other legal basis or theory. In no event will JDCC's liability with respect to the warranty obligations exceed the purchase price for the defective product. To obtain performance under this Limited Lifetime Warranty, contact JDCC and allow sufficient time and opportunity to inspect the Product, evaluate the claim and respond. A dated contract as proof of purchase is required to obtain benefits from this warranty. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by JDCC in its discretion and shall be final and binding on the parties.