



# Retail Sales 5 Year Limited Warranty

278 Newkirk Road, Richmond Hill, Ontario, L4C 3G7 Tel. 905.780.7722

Division of 1118741 Ontario Limited

## Limited Warranty

Irpinia Kitchens Limited Warranty is only valid if (a) the Irpinia Kitchens' product was purchased from and installed by an Authorized Irpinia Kitchens' Dealer and (b) the Purchaser enters the required information at the bottom of this Limited Warranty Form and submits it along with a copy of the Purchaser's dated Bill of Sale (by mail) to Irpinia Kitchens' Head Office (see address above) for Certification and Registration within ninety days after the date of purchase. The "Date of Purchase" is the "Commencement Date" of the Limited Warranty.

Irpinia Kitchens, will in the event of a manufacturing defect, supply at no charge, a defective cabinet replacement, or hardware sold as a component part of Irpinia Kitchens Cabinetry, so long as (a) the Registered Purchaser still owns the cabinetry (b) the cabinetry is still at its originally installed position and location and (c) the Limited Warranty has not expired and to the following limitations set forth in Clause 1) through Clause 12)

Clause 1) Any "Claim" of defect must be submitted to Irpinia Kitchens' Head Office by the Purchaser in writing (and may include photographs) specifying in detail the particular defect. Upon inspection by an Authorized Irpinia Kitchens' Representative, and at his/her sole discretion, deems the "Claim" as warranted, will either replace or repair the particular defective product. Any defective part/s which Irpinia Kitchens approves for replacement or repair must first be removed and shipped to Irpinia Kitchens at the Purchasers Expense to receive repair or replacement. Irpinia Kitchens will not be responsible for transportation costs to return replaced or repaired product/s.

Clause 2) This Limited Warranty does not include any labour, installation or transportation costs or any responsibility for damage Irpinia Kitchens considers unusual use. This Limited Warranty also does not include damage caused by atmospheric conditions, or any responsibility for damage Irpinia Kitchens considers the natural deterioration of wood finishes and surfaces.

Clause 3) Irpinia Kitchens, in keeping with its policy of continuous product evaluation and improvement reserves the right to alter specifications without notice

Clause 4) Repair(s) or replacement(s) are subject to the current product offerings of styles and construction options within the Irpinia Kitchens product line at the time of the Warranty Claim. If a Warranty Claim is filed after an Irpinia Kitchens product becomes obsolete or discontinued, Irpinia Kitchens will replace the affected component with a replacement component of a similar style based on availability at the time of claim

Clause 5) This Limited Warranty does not apply to any products used or installed in conjunction with Irpinia Kitchens cabinetry such as plumbing fixtures, counter tops, or appliances. Any use of Irpinia Kitchens cabinetry or component parts which are contrary to instructions furnished by Irpinia Kitchens will void this warranty.

Clause 6) This Limited Warranty shall not apply to any cabinetry or component parts that Irpinia Kitchens considers to have been subjected to alteration, modification, accident, damage in transit, abnormal use, extreme temperature, moisture or high humidity levels or harsh and/or abrasive cleaning chemicals.

Clause 7) This Limited Warranty does not cover warping, contraction or expansion of wood boards or colour variations and changes in solid wood or veneers.

Clause 8) This Limited Warranty does not apply to any Vinyl clad (thermofoil clad) products installed, without the use of properly installed heat shields, or adequate distances (thermal-breaks) adjacent to appliances or fixtures, such as lighting, that generate high temperatures that can deform or alter Vinyl clad (thermofoil clad) cabinetry components.

Clause 9) Since no two trees are the same, wood is a unique material with natural variations in grain, texture, and color. Finish variations must be inspected by an authorized Irpinia Kitchens Representative. Determination will be made following the inspection whether to repair in the field or to return the product to the factory for refinishing or replacement. No field repair may be made without approval from Irpinia Kitchens.

Clause 10) No Dealer or Agent of Irpinia Kitchens has any authority to change or broaden the scope of this Limited Warranty or Irpinia Kitchens obligations .

**The Warranty statements contained in this Limited Warranty set forth the only express warranties extended by Irpinia Kitchens for the cabinets. In lieu of all other warranties, the provisions of the Warranty shall constitute the entire liability of Irpinia Kitchens and the Purchaser's exclusive remedy for breach of the Warranty. Irpinia Kitchens shall not be liable to the Purchaser for incidental or consequential damages for breach of an Express or Implied Warranty on the cabinetry.**

**This Limited Warranty shall be governed by and contrived in accordance with the laws set forth for the Province of Ontario, Canada.**

Purchaser: \_\_\_\_\_

Authorized Dealer: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

City: \_\_\_\_\_

Registered date: \_\_\_\_\_

Province/State: \_\_\_\_\_

Work Order #: \_\_\_\_\_

Postal/Zip Code: \_\_\_\_\_

Purchasers Signature: \_\_\_\_\_