

**Timberland Cabinetry Co.** 

Building Quality, One Kitchen at a Time

## **One Year Limited Warranty**

Timberland Cabinetry Company (Timberland) warrants to the original consumer purchaser that its cabinetry products will be free of defects for a period of five (1) year under normal use from the date of purchase. This warranty is only applicable in residential use and is non-transferable to subsequent owners. One-year warranty visits do not include paint touch up's but can be requested at owners expense.

Should defects in workmanship or material exist during the warranty period, Timberland will elect at its sole discretion to either repair or replace the defective material or component. This warranty covers only parts and material that are of the product supplied by Timberland and does not cover labor or freight costs. Items not covered by the warranty are countertops, appliances, plumbing fixtures, or other items not supplied by Timberland. Also, not covered is the labor to remove or reinstall items not supplied by Timberland such as countertops, appliances, plumbing fixtures, or other items not supplied by Timberland are expressly excluded from this warranty.

This warranty will become null and void if the cabinets are in any way modified, improperly installed (see recommended Installation Instructions) or damaged prior to or during installation. This warranty will not apply to cabinets or components supplied by Timberland that have been damaged by misuse, neglect, abuse, acts of God, exposure to extreme temperatures, exposure to extreme humidity for extended periods, or from the effects of normal wear and tear. This warranty will become null and void if the cabinets are cleaned by a non-approved cleaner (see Cabinet Care Guide). This warranty will become null and void if the humidity in the home where the cabinets are installed is below 45% or above 55% which will result in doors shrinking or swelling respectively. Timberland strongly suggests that a humidity control system be applied to the home's HVAC system to maintain the 45% to 55% recommended humidity range.

Natural woods may vary in color, characteristics, and may change as they age, especially if subjected to sunlight or changes in humidity or temperature levels. For example, painted cabinets may eventually have visible cracking in the finish around joints where the wood is joined together, and the cabinet color may darken or lighten over time. Sunlight, smoke, household cleaners and other environmental conditions may also affect the color over time, which is a normal and unavoidable condition. These variations are in the nature of the natural materials used and are not covered under this limited warranty.

The repairs or replacements are contingent upon the current product offering and styles and construction at the time of the warranty claim. If a warranty claim is filed after a product becomes obsolete, Timberland Cabinetry Company reserves the right to honor the warranty in one of the following manners:

- 1. To replace the affected component with a new component of the same style.
- 2. To replace or repair the affected component and any other components in the residential application to achieve a uniform appearance with a similar and comparable product style or the originally purchased style.



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If components are replaced, Timberland Cabinetry Company cannot guarantee the finish of these replacements will exactly match the finish and appearance of the components in the residential application due to the natural aging process of wood and its finishes. This warranty is subject to the enclosed Finish Disclaimer.

Timberland Cabinetry Company reserves the right to alter design, specifications and materials without obligation to make similar changes to previously manufactured products.

## THIS WARRANTY IS THE EXCLUSIVE WARRANTY OF TIMBERLAND CABINETRY COMPANY AND IS IN LIEU OF, AND TIMBERLAND CABINETRY COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TIMBERLAND CABINETRY COMPANY ALSO SPECIFICALLY REJECTS ALL CONTINGENT, INCIDENTAL OR CONSEQUENTIAL LIABILITIES ARISING OUT OF THE USE OR INSTALLATION OR TRANSPORT OF ITS PRODUCTS.

This warranty gives you specific legal rights and you may have other rights, which vary from state to state. Some states do not allow the exclusion of incidental or consequential damage, so the above limitation may not apply to you. To retain replacements or repair under this limited warranty, first contact your authorized Timberland Cabinetry Company dealer or distributor, who will arrange for inspection of the cabinet. You must furnish proof of purchase to obtain the benefits under this warranty. If your home is new construction, you may furnish closing documents that show the date you took possession of the residential property. Any claims must be made in writing and must be accompanied by photographs showing the concerns.

Customer/Dealer agrees to the above terms and agrees to distribute this warranty agreement to builders, homeowners, and anyone who may receive delivery of Timberland's cabinetry. By signing below, the recipient has read all of the terms of the warranty of the cabinetry and agrees to be bound by the above terms. Failure to sign below and the acceptance of the cabinets for use constitutes agreement to these terms. Should any legal issues arise, the customer agrees that this warranty agreement is governed by the laws of the State of Tennessee, County of Maury. The Customer/Dealer agrees and understands these terms.

Customer/Dealer