

LIMITED PRODUCT WARRANTY

OVERVIEW

Artaic warrants that its tile products will be free from manufacturing defects for a period of one year from date of purchase. Defect is defined as a shortfall in the product to perform to Artaic specifications as disclosed in the specific project proposal, product literature, or within industry-allowable tolerances as set forth in standard, national industry protocols.

Artaic “NO FADE” Warranty

Variations of color, shade, and size are inherent with all fired ceramic, natural stone, and glass materials. With normal care when subject to usual weather conditions, the tile and/or tile finish is warranted not to:

- Discolor due to chalking
- Erode, peel, or blister
- Discolor due to yellowing
- Discolor due to excessive fade

Artaic product is warranted against excess fade beyond normal weathering. Excess fade is defined by a change in color greater than 5 Delta E. Delta E, ΔE or dE, is a way of measuring the visible difference, or error between two colors mathematically. The LAB color system is used as a base system to calculate Delta E.

Warranty is to our immediate and direct Client only, who is the Client of our material (“Client” may also be called “Purchaser” or “Installer”).

The Artaic Warranty is subject to the following qualifications, from the **Artaic Standard Terms and Conditions** described here: <https://artaic.com/legal/terms/>. By submitting a payment for or ordering any product, Client accepts the terms of this Agreement. Artaic's terms of sale expressly condition acceptance of these terms by the Client. Artaic does not accept any Client's purchase order terms, if any, even if properly submitted.

10. WARRANTY

10.1 By Artaic – Goods & Services

Artaic warrants that the Deliverable(s) furnished under this agreement shall materially conform to the Project Proposal and will be free from defects in material or workmanship. Artaic warrants that the Service(s) will be performed in a professional and workmanlike manner. In the result of any breach, Artaic must be given the opportunity to cure defects related to merchantability or workmanship, which must include, but is not limited to, providing reasonable notice in writing within thirty (30) days, and Artaic will be afforded thirty days (30) to cure the breach plus any required shipping time if needed. If shipping is required, standard shipping and lead times will be used. Notification in writing shall include photographic documentation of defects, and final determination made solely by Artaic. Client should preview their mosaic upon arrival to the worksite, and make any claims before installation commences.

It shall be the responsibility of the Client to inspect tile prior to installation as no adjustments whatsoever will be made for defects after installation. On any claim for defects, the seller must be notified of the defects no later than thirty (30) days after receipt of the tile by the buyer.

Any possible labor and materials costs for removal of nonconforming product or reinstalling replacement mosaic are not included in this warranty. This Artaic warranty expressly excludes consequential, indirect, incidental and/or special damages. Warranty damages may never under any circumstance exceed the original purchase price.

10.2 By Artaic – Artaic Agents

Artaic further represents, warrants and covenants to Client that all Manufacturers' warranties of materials and/or products used to create the Final Deliverables extend to the Client upon delivery of the Final Deliverables.

In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Project Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Artaic shall be void.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, ARTAIC MAKES NO WARRANTIES WHATSOEVER. ARTAIC

EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS.

In no event shall Artaic, Artaic's affiliates, or Artaic's or its affiliates' respective contributors, employees, directors, officers, consultants, agents, or other persons related to or engaged by Artaic (collectively the "Artaic Persons"), Artaic's licensors or Artaic's suppliers be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from business interruption) resulting from this Agreement, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Artaic Persons, Artaic's licensors or Artaic's suppliers are advised of the possibility of such damages. The Artaic Persons, Artaic's licensors or Artaic's suppliers shall be liable only to the extent of actual damages incurred by you, not to exceed the Project Price. The remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

10.3 By Client

Client represents, warrants and covenants to Artaic that:

- Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content;
- To the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties;
- Client shall comply with the terms and conditions of any licensing agreements that govern the use of Third Party Materials;
- Client shall comply with all laws and regulations as they relate to the Services and Deliverables; and
- Client shall comply with all the necessary provisions outlined in the Client Responsibilities clause.

PROCEDURE FOR MAKING A CLAIM

1. The immediate and direct Client must provide Artaic notice of any

warranty claim within thirty (30) days of alleged defect discovery for warranty to potentially apply.

2. Written notice must be sent by email to sales@artaic.com with proof of purchase by means of invoice, photographs/videos clearly showing the issues with the product, and photographs of the labeled boxes the product was received in. Failure to provide such documentation may result in denial of any warranty claim.
3. The Client agrees if requested by Artaic to provide jobsite access to an Artaic representative and/or industry expert to complete a Job Inspection Report and photograph the installation. Client agrees to provide Artaic the contractor's name, license number, and contact information.

WHAT WILL ARTAIC DO?

Artaic, at its own expense, will diligently investigate the claim using all reasonable means to determine the facts around the case.

In the event, at Artaic's sole discretion, that the Artaic tile is found defective of the specified conditions listed above, Artaic will:

1. Provide an adequate amount of tile material to re-apply any area validated as defective of the specific conditions listed above.
2. Artaic will provide shipping to the jobsite via regular un-expedited means, regardless of original shipping means. Client may elect to request expedited shipping at their expense.
3. Artaic at its sole discretion may elect to refund the purchase price of the tile as the only and final remedy.

If a defect in materials or workmanship is discovered within the relevant warranty period, Artaic will either refund the pro rata price of the product or provide a replacement product after a reasonable number of attempts to remedy product defects. Buyer remedy is limited to replacement or repair of the defective product, as Artaic may determine. No consequential (including lost profits) or incidental damages are recoverable.

LIMITED WARRANTY AND LIMITED LIABILITY. Exclusions from Warranty

Client acknowledges that product variations such as color and mounting have been adequately represented to the specifier and Client.

Artaic tile product is not warranted against damage of any kind caused by exposure to: physical abuse, air pollution, mildew, harmful chemicals, normal weathering, or normal aging unless this exposure is otherwise specified within the applicable tile's Artaic specifications documentation.

Methods of installation are beyond our control. Installation materials and conditions may have a significant effect upon the performance of a tile installation. Therefore finished installations are not warranted by Artaic, other than the tile product itself not meeting specific published standards.

No allowance will be made for labor, costs of replacement, or for any other charges after the materials have been installed.

Since the use of our products is beyond our control, Artaic does not expressly or impliedly warrant that our products are suitable for the use intended by the user. Our products are furnished upon the condition that the user will determine the suitability of our products for the intended use and that the user assumes all risks whatsoever that may arise as a result of the use of our products. Artaic shall not be liable for any injury, loss, or damage, whether direct or indirect, or arising in any way whatsoever, as a result of the use of our products or the unsuitability of our products for the intended use of the user.

The warranty applies only if the tiled product is used for the specific purpose for which it is intended.

DISCLAIMERS

No warranties, whether express or implied, will apply after the limited warranty period has expired. This warranty coverage terminates upon the original owner's sale or other transfer of the tiled product to another party.

This warranty does not cover defects caused by acts of God, tornado, hail, hurricane, earthquake, flood, lightning, fire, damage caused by foreign objects, any abuse or misuse, improper handling during storage or

transportation, improper installation, or damage caused by improper installation. This Warranty does not cover defects resulting from: expansion and contraction, breakdown of underlying substrate, surface deterioration due to pollution, abrasion, misuse, vandalism, mildew accumulation, or any introduction of moisture into the tile product or substrate prior to or during the application of the tile product.

To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections. This limited warranty is the sole warranty extended and replaces any statutory warranties to the maximum extent allowable by law. Customer misuse including negligence, physical abuse, improper maintenance, or chemical abuse is not covered by this warranty. Installation defects and setting material defects are not covered by this warranty. All warranty claims must be reported immediately. All installed products are deemed to be inspected prior to installation. Visual defects or nonconformities apparent prior to installation voids this warranty.

Tile is subject to variation in technical specifications, including DCOF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Tile-containing abrasives create a rough surface, creating cleaning challenges because dirt and other contaminants may lodge in the surface. Extra attention is necessary to assure contaminants are removed promptly and properly. Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only. Artaic does not recommend its products for use as roofing. Local building codes may dictate minimum tile performance specifications. Artaic does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Express color match warranties are only extended to actual product samples. Artaic reserves the right without prior notification to modify specifications or substitute components as technological advancements or process improvements become available which improve the product's performance.