



BELLAVITA TILE, INC. LIMITED PRODUCT DEFECT WARRANTY

Bellavita Tile, Inc. (hereinafter "BELLAVITA") warrants that all tile, glass and metal products (hereinafter "tile") manufactured by BELLAVITA is in full compliance with American National Specifications Institute ("ANSI"), specification A137.1-1988. The product as manufactured meets or exceeds the requirements set forth pursuant to ANSI standards.

If any tile manufactured by BELLAVITA is proven to contain a manufacturing defect, BELLAVITA will replace the defective tile at no charge to the consumer. Said tile shall be replaced with tile of a compatible color and shade as determined by BELLAVITA. **Labor charges for the installation or removal of tile are specifically excluded from this warranty.**

BELLAVITA requires that every tile installer hired by the contractor, homeowner, homebuilder, sub-contractor, independent contractor, supplier or consumer inspect, check, evaluate, confirm and verify the quality and color of each tile prior to the installation for visual defects. BELLAVITA specifically excludes warranty claims for defective tile previously installed which required inspection would have prevented the installation of the defective tile. BELLAVITA requires that all tile installers comply with ANSI specifications for cement, mesh, mortar, cement grout, Portland grout or any other product being used in the installation of BELLAVITA products. For additional information regarding the proper products for installation, refer to the Handbook for Ceramic Tile Installation published by the Tile Council of America.

BELLAVITA warrants that all tile manufactured will be free from undue visible wear caused by normal wear and tear from normal pedestrian foot traffic for a period of (1) year from the date of original installation. Undue wear is defined as wear in which the glaze is worn through to the body itself and is visible looking straight down from a distance of five (5) feet. This limited warranty is not intended to be a guarantee that tiles will never show signs of wear. BELLAVITA does not warrant that its tile will not scratch or chip.

BELLAVITA specifically excludes from any of its warranties any defects which occur from the following: improper installation; non-foot traffic wear; any act or omission which might be reasonably expected to damage a ceramic floor; falling objects, abuse, negligence, misuse, vandalism, fire, exposure to extreme temperature, or accident; failure to follow the Manufacturer's recommended installation, maintenance and care guidelines, including use of improper chemical compounds. Purchaser's sole remedy is limited to the replacement of the tile in accordance with the specifications described herein, and under no circumstances shall the manufacturer be liable for any loss or damage arising from the purchase, use, or inability to use.

BELLAVITA specifically excludes liability for special, indirect, incidental, consequential or incidental damages, except where exclusion of consequential damage is not permitted by state law. No installer, dealer, agent or employee or manufacturer has the authority to modify the obligations or limitations of this warranty. This limited warranty shall constitute the full extent of BELLAVITA's liability and heretofore replaces all other written or oral representations regarding the warranty of their product including express or implied warranties, implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

BELLAVITA MAINTENANCE AND CARE GUIDELINES:

BELLAVITA tile can be cleaned with clear water and/or a neutral liquid cleaner. Apply the cleaning solution to the properly installed tile using a cloth mop or non-abrasive towel. Follow the application with a clear water rinse and wipe dry to prevent film formation. Sealing the tile is not recommended, and acid cleaning the tile may result in substantial harm to the product; therefore causing either of these applications to be performed will specifically void this warranty.

After installation of the tile, the grout should be thoroughly cleaned in accordance with the grout manufacturer's specifications as set forth in the instruction manual to assure the ease of maintenance in the future. All BELLAVITA tiles should be maintained on a regular and frequent basis to prevent soil build-up, residue, grease, detergents, dampness and liquid residue. This will keep the surface clean and lessen slippery conditions.

MAKING A CLAIM:

The original purchaser of the tile must notify BELLAVITA in writing within (30) days of the discovery of the defective tile, but in no instance later than one (1) year from the date of installation of the tile. Manufacturer shall then be given the opportunity to inspect the tile either on site, or by

having samples of the allegedly defective tile sent directly to the manufacturer. No claim will be honored by BELLAVITA without BELLAVITA being first given the right to inspect the allegedly defective tile. Failure to produce the defective product will void this entire warranty. Any tile purchased "nonstandard" or "substandard" is sold on an "as is" basis and is void against any warranty claim.

In order for BELLAVITA to allow any claim to be processed, the original purchaser must produce a valid invoice indicating the date and place of purchase of the product. Additionally, a valid invoice from the tile installer must be produced to verify and confirm the date of installation. Failure to produce these documents will result in an automatic denial of any warranty claim.

These warranties and claim procedures give specific legal rights. Some states may offer other rights different than those warranted herein. Except for these other rights, this warranty limits all of Manufacturer's responsibilities.