

# Kultur Cabinets

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## Limited Lifetime Warranty

### Warranty:

Kultur Cabinets, products have a limited lifetime warranty and are to be free from defects in material and workmanship under normal use to the original consumer purchaser, with the exception of wood doors (i.e. paint or stain) have a limited warranty for a period of one (1) year from the date of purchase. This warranty is not transferable to subsequent owners. Unfinished product is not covered under this warranty. This warranty does not cover or apply to any defect that is not caused by Kultur Cabinets. Causes of product defects or malfunction that are not the responsibility of Kultur Cabinets and are not covered under this warranty include but are not limited to: normal wear and tear, aging, finish degradation due to exposure to sunlight or other ultraviolet light sources, abuse, exposure to water or excessive heat, post-manufacturing modification, environmental conditions including storage environments, improper installation and neglect. Products installed in a horizontal application, such as wood tops, as well as doors and drawer fronts specified with touch latches or finger routs, in which the user repeatedly touches the finished surface will show wear over time and are not considered cause for warranty and replacement.

Relative humidity environments outside of a 25%-50% range will typically cause dimensional changes and possible structural damage to cabinet components and will not be covered by warranty. Of importance for warranty coverage are storage and installation environments. Examples of environments that can be prone to out-of-warranty relative humidity are: units in desert areas, lake or ocean front units, units lacking forced air systems that include humidification and/or de-humidification equipment, and storage or installation of products on freshly poured concrete floors. Any modification to the hardware, structure or finish of your cabinetry by anyone other than those specifically authorized by Kultur Cabinets shall void this warranty.

Only specific and authorized employees of Kultur Cabinets have authority to make any determination under this warranty. Kultur Cabinets shall not be liable for any damages, loss, cost, or expense in connection with its products, including but not limited to, the loss of time, inconvenience, door and drawer alignment, commercial loss, construction delays or related interest charges, cost to remove or reinstall defective items, or consequential, special, incidental or other damages.

All implied warranties of merchantability, fitness for a particular purpose, course of dealing, usage of trade, and all other warranties, express or implied, are excluded and disclaimed, excepting only the express warranties specifically set forth in this warranty

### General and Project Liability

Buyer hereby agrees to indemnify, reimburse in full, defend and hold harmless Seller, its subsidiaries, affiliates, officers, directors, personnel and agents from and against any and all liability, claims, suits, actions, losses, costs or expenses including (without limitation) reasonable attorneys' fees relating to or arising out of any claim or demand (a) for any Taxes or related penalties and interest, (b) due to Buyer's breach of the Order Acknowledgement; (c) that Buyer's customers or a third party may make against Seller based upon or arising from damage due to the acts and/or omissions of Buyer or due to the installation of the goods; (d) for infringement or misappropriation of a third party's intellectual property rights based upon Seller's incorporation of any designs, formulas or specifications in any goods where such designs, formulas or specifications have been specifically ordered or requested by Buyer. (e) If required all field measurements provided by others or buyer at buyers expense.

### Nonconforming Furnished Parts And/or Materials:

Kultur Cabinets will not be responsible, and all risk of loss, damage or destruction or deterioration will pass to you, for any parts and/or materials that you furnish to us that do not conform to specifications, that have been damaged or for any other reason are unsuitable for further processing. You will indemnify, defend and hold harmless us and our affiliates from any claim, such as damage to our facilities or equipment, arising from such parts or materials.