

Wagonway Products Warranty

Wagonway, LLC (“Company”, “we”, or “us”) provides this warranty with respect to our Wagonway branded products (“Wagonway Products Warranty”) as set forth below. By purchasing Wagonway Goods from us, you agree to the terms of this Wagonway Products Warranty, and the other Terms and Conditions of Sale, and any other terms defined in the Sales Order.

1. Product Warranties

1.1 Limited Warranty.

Except as otherwise expressly provided in Exhibit A, the Company warrants to you that, for seven (7) years from the date of shipment of Wagonway Goods pursuant to any Sales Order, unless a longer period is required under applicable law in which case it will be that period (the “Warranty Period”), such Wagonway Goods will materially conform to the specifications set forth in such Sales Order (if any), and will be free from significant defects in materials and workmanship. Exhibit A provides additional warranty terms for certain types of Wagonway Goods. In the event of a conflict between the terms provided in Exhibit A and the terms of this Article 1, the terms of Exhibit A shall control. For the avoidance of doubt and notwithstanding any other express or implied terms in this Wagonway Products Warranty, the warranties provided in this Article 1 and Exhibit A (together, the “Product Warranties”) are not cumulative or provided in addition to any other warranty. The Product Warranties are not transferrable.

1.2 Warranty Limitations.

Except as expressly provided herein, the Company shall not be responsible for labor charges, removal charges, installation, or other consequential costs with respect to Defective Goods (as defined below). In no event shall our liability under the Product Warranties exceed the purchase price of the Defective Goods. The Product Warranties do not apply to Wagonway Goods that have been:

- 1.2.1 exhibiting normal wear and tear;
- 1.2.2 used for purposes for which they are not designed or intended;
- 1.2.3 subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by us;
- 1.2.4 installed not in accordance with then-applicable housing, building, plumbing, mechanical, electrical, and other applicable code requirements;
- 1.2.5 disassembled, reconstructed, repaired, or altered by persons other than the Company or its authorized representatives or agents;

- 1.2.6 used with any Third-Party Product (as defined below) that has not been previously approved in writing by us; or
- 1.2.7 damaged as a result of any circumstances or occurrences beyond the reasonable control of the Company, including without limitation, acts of God, natural catastrophes, extreme weather conditions, war, terrorism, civil unrest or riots, sabotage, vandalism, or improper handling by a common carrier.

1.3 Third-Party Products.

Products or hardware manufactured by a third party (each a “Third-Party Product”) may contain or be contained in, incorporated into, attached to, or packaged together with the Wagonway Goods. Third-Party Products are not covered by the Product Warranties. For the avoidance of doubt, the Company makes no representations or warranties with respect to any Third-Party Product.

1.4 Exclusive Remedy.

Notwithstanding any other provision of this Wagonway Products Warranty except Section 1.5, this Section 1.4 contains your exclusive remedy for Wagonway Goods shipped by us to you that do not conform to the Product Warranties (“Defective Goods”). Your remedy under this Section 1.4 is conditioned upon your compliance with its obligations and restrictions under this Section 1.4. Except as set forth in this Section 1.4, you have no right to return for repair, replacement, credit, or refund any Wagonway Goods. During the Warranty Period you may not reconstruct, repair, alter, or replace any Wagonway Goods in whole or in part, either itself or by or through any third party; in the event that you violate the preceding clause, the Product Warranties and the remedies available under this Article 1 shall be thereby void. THIS SECTION 1.4 SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDY AND THE COMPANY’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THE PRODUCT WARRANTIES.

During the Warranty Period, with respect to any allegedly Defective Goods:

- 1.4.1 you shall notify us in writing of any alleged claim or defect within five (5) business days from the date you discover, or upon reasonable inspection should have discovered, such alleged claim or defect, but in any event before the expiration of the applicable Warranty Period;
- 1.4.2 you shall ship, at your expense, such allegedly Defective Goods, or sample, to our facility located at 1336 Brittmoores Road, Houston, Texas, 77043 or to any other location designated by us in writing, for inspection and testing by the Company;
- 1.4.3 if our inspection and testing reveals, to our reasonable satisfaction, that such Wagonway Goods are Defective Goods, and no defect has been caused or contributed to by any of the factors described under Section 1.2, the Company shall in its sole discretion and at its expense (subject to Sections 1.4.2 and 1.4.4), either (i) repair or replace such Defective Goods, or (ii) credit or refund the price of such Defective Goods less any applicable discounts, rebates, or credits; and

- 1.4.4 if the Company exercises its option to repair or replace, we shall, after receiving your shipment of such Defective Goods, ship to you, at your expense, the repaired or replaced Wagonway Goods to either the original delivery location of the Wagonway Goods or a reasonably comparable other location designated by us.

1.5 Withdrawal of Goods.

If the Company determines that any Wagonway Goods sold to you might be or are Defective Goods, you shall, at our request, withdraw all similar Wagonway Defective Goods from sale and/or use and, at our option, either return such Defective Goods to the Company (pursuant to the terms of Section 1.4.2) or destroy the Defective Goods and provide us with written certification of such destruction. Notwithstanding the limitations of Section 1.4, if you return all withdrawn Defective Goods or destroy all withdrawn Defective Goods and provide us with written certification of such destruction within 30 days following the Company's withdrawal request, in either case consistent with our instructions, we shall (a) repair or replace all such returned Defective Goods or (b) replace such destroyed Defective Goods, in either case pursuant to the terms of Section 1.4.4. Your remedy hereunder is not available if any such defect has been caused or contributed to by any of the factors described under Section 1.2. THIS SECTION 1.5 SETS FORTH YOUR SOLE REMEDY AND THE COMPANY'S ENTIRE LIABILITY FOR ANY DEFECTIVE GOODS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 1.5.

1.6 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 1.1 AND EXHIBIT A, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE WAGONWAY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF, EXCEPT THOSE SPECIFICALLY PROVIDED IN THE TERMS OF SERVICE, AND SECTION 1.1 AND EXHIBIT A OF THIS WAGONWAY PRODUCTS WARRANTY.

EXHIBIT A

Subject to the provisions of Article 1, the following types of Wagonway Goods have additional product-specific warranty terms provided in this Exhibit A.

Electrical	Section A-1
Plumbing fixtures, faucets, and sinks	Section A-2
Hardware	Section A-3
Mirrors	Section A-4
Bathroom Hardware	Section A-5
Ceiling Fans	Section A-6
Lighting	Section A-7
Tile and Stone	Section A-8
Quartz	Section A-9
Flooring	Section A-10
Cabinets	Section A-11

Section A-1. Electrical Products.

With respect to electrical products, the Product Warranty does not cover the following:

- Uninterrupted or error-free operation of the electrical product.
- Shortcomings that do not impair the use of the product for the intended purpose.

With respect to electrical products, the Product Warranty is void under any of the following conditions or circumstances:

- The electrical product is used in or exposed to an unsuitable environment, including without limitation an environment that causes excessive wear and tear, except for any such exposure to environmental conditions that the product was specifically designed to withstand as indicated in the applicable specifications for the product.
- The electrical product is exposed to fire, water, snow, moisture, liquid ingress, or sand, except for any such exposure that the product was specifically designed to withstand as indicated in the applicable specifications for the product.
- Failure to observe applicable safety standards or regulations.

- The electrical product is used with an improper electrical supply, including without limitation such conditions as supply spikes, over-voltage or under-voltage, or supply carried over improper wiring.

Section A-2. Plumbing Fixtures, Faucets, and Sinks.

With respect to any plumbing fixtures, including without limitation faucets and sinks, purchased under this Agreement, the Product Warranty is void under any of the following conditions or circumstances:

- The fixture is exposed to PH levels, chemical conditions, or electrolysis that prematurely degrades the product.
- With respect to decorative finishes, this warranty is void if the product is subjected to improper care or cleaning.
- With respect to toilets, this warranty is void if in-tank drop-in cleaners containing chlorine or bleach are used.

Section A-3. Hardware.

With respect to any household or builder's hardware, such as handles, fasteners, hinges, safety and security hardware, brackets, latches, frames, locks, and so forth, the Product Warranty is void under any of the following conditions or circumstances:

- The hardware is stressed by movement of building or building components, or expansion or contraction of a building or building components.
- The hardware is exposed to fire, corrosive fumes, chemically abrasive substances, sanding, improper washing, or extreme heat or cold.
- Custom surface finishes or alterations are applied to the hardware in the field.
- With respect to decorative finishes, this warranty is void if the hardware is subjected to improper care or cleaning, including the use of solvents.

Section A-4. Mirrors.

The Company warrants to you that during the Warranty Period, any mirror purchased under a Sales Order and subject to this Wagonway Products Warranty will not contain silvering defects resulting in discoloration, black spots, or clouding of silver film that materially obstructs the image reflected in the mirror. With respect to mirrors, the Product Warranty is void under any of the following conditions or circumstances:

- The mirror glass is cracked, chipped, or broken.
- The mirror is subjected to standing water or other liquids.

- The mirror is damaged or altered by handling, storage, or installation contrary to the Company's written instructions.
- The mirror glass or back surface is subjected to incompatible lubricants, soaps, sealants, silicones, cleaning fluids, paints, adhesives, solvents, or chemical fumes.
- The mirror is installed outdoors, or in swimming pool enclosures, bath enclosures, or commercial refrigeration products.

Section A-5. Bathroom Hardware.

With respect to any bathroom hardware, the Product Warranty is void under any of the following conditions or circumstances:

- The hardware is subjected to standing water or other liquids.
- The hardware is stressed by movement of building or building components, or expansion or contraction of a building or building components.
- The hardware is exposed to fire, corrosive fumes, chemically abrasive substances, sanding, improper washing, or extreme heat or cold.
- With respect to decorative finishes, this warranty is void if the hardware is subjected to improper care or cleaning, including the use of solvents.
- Indoor hardware is installed outdoors.

Section A-6. Ceiling Fans.

The Product Warranty limitations set forth in Section A-1, regarding electrical products, also apply to ceiling fans. With respect to ceiling fans, the Product Warranty does not cover glass components, light bulbs, or remote-control batteries. Additionally, the Product Warranty is void with respect to ceiling fans if fan blades are obstructed or restricted in any way during operation of the fan or installed outdoors or exposed to water or other liquids.

Section A-7. Lighting.

The Product Warranty limitations set forth in Section A-1, regarding electrical products, also apply to lighting fixtures and products. Because the environment within ten miles of a sea coast can be extremely corrosive toward lighting fixtures and products, general corrosion or deterioration of lighting fixtures and products in such an environment is considered normal wear and tear, and therefore does not indicate that the lighting fixtures and products are Defective Goods. With respect to lighting fixtures and products, the Warranty Period is based on a maximum 4000 operating hours per year, and the Product Warranty does not cover glass components, light bulbs, or remote-control batteries. Additionally, the Product Warranty is void with respect to indoor lighting fixtures and products that are installed outdoors or exposed to water or other liquids.

Section A-8. Tile and Stone.

With respect to tile and stone surfaces, the Product Warranty does not cover the following:

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- Rust, discoloration, or stains from metal furniture or objects resting on the surface.
 - Scratches caused by furniture or similar objects, or chipping caused by an impact.
 - Defects, cracking, or damage in grout.
 - Cracks that develop subsequent to proper installation.
 - Damage caused by structural movement or deficiencies in the base of subflooring.
 - Variations due to inherent variability of the raw materials used in production.
 - Additional or supplemental repairs or modifications, such as any plumbing, electrical, or wall surface modifications that may be necessary to repair or replace the tile or stone surface.

With respect to tile and stone surfaces, the Product Warranty is void under any of the following conditions or circumstances:

- The surface is subject to extreme heat, including the placement of items such as crock pots or hot skillet on the surface.
- Grout or sealant is not properly maintained, or if applicable, periodically renewed or resealed.
- A tile or stone surface intended for indoor installation is installed outdoors.
- The surface is installed on a ceiling or roof.
- The surface is installed over an uneven subsurface.

Section A-9. Quartz.

The Product Warranty limitations set forth in Section A-8, regarding tile and stone surfaces, also apply to quartz surfaces. Additionally, the Product Warranty is void with respect to quartz surfaces under any of the following conditions or circumstances:

- A quartz surface that is not expressly designed for outdoor installation is installed outdoors or otherwise exposed to weather conditions, ultraviolet light, or severe temperature changes.
- The quartz surface is installed in an entry-way subject to traffic flow from the outdoors

Section A-10. Flooring Materials.

Wagonway luxury vinyl plank flooring purchased by you is covered with a twenty (20) year residential or ten (10) year light commercial warranty from the date of purchase. Light commercial is defined as a multifamily application. To the extent that Wagonway flooring materials purchased by you are comprised of tile or stone, or quartz, the Product Warranty limitations set forth in Sections A-8 and A-9 respectively apply to such flooring materials. With respect to all flooring materials, including without limitation those comprised of tile, stone, quartz, hardwood, laminate, vinyl, or other materials, the Product Warranty does not cover the following:

- Reduction in gloss, marks, scuffs, scratches, gouges, dents, or cuts, including without limitation those caused by pets, shoes, caster wheels, or furniture.
- Wear caused by pebbles, dirt, sand, or other abrasives.
- Splits, cracks, swelling, shrinking, cupping, or bowing that occurs after the flooring is installed and results from improper care or maintenance, exposure to excessive moisture, or other abnormal abuses.
- Discoloration due to aging or exposure to sunlight or ultraviolet light.
- Damage caused by water or moisture.

With respect to such flooring materials, the Product Warranty is void under any of the following conditions or circumstances:

- Deficiencies or problems exist in the subfloor or floor, unrelated to the Wagonway flooring materials purchased from us under a Sales Order, including deficient fasteners, uneven subflooring, floor deflection, voids in the subfloor, and deficiencies in floor joist assemblies.
- A flooring material intended for indoor installation is installed outdoors.

Section A-11. Cabinets.

With respect to cabinets, the Product Warranty does not cover the following:

- Cabinets or cabinet parts purchased without a finish.
- The natural aging or darkening of wood color.
- Cabinets installed or used outdoors.
- Expansion or contraction occurring as a result of humidity levels.

The Product Warranty is void with respect to cabinets installed in environments that do not have properly controlled humidity levels.