



## TERMS AND CONDITIONS

Subject to the conditions and limitations stated in this document, [www.sandiegotiling.com](http://www.sandiegotiling.com) aka Creative Tiling (CT) guarantees to the original owner that the CT installation will be free from manufacturing defects and will not break down or deteriorate under normal usage for 1 year when installed in accordance with CT most recently published specifications and industry standard guidelines for tile installation. This warranty is not transferable.

## EXCLUSIVE REMEDY

In installations correctly utilizing CT products listed on this document, CT will repair and/or replace, at its discretion, the affected area. Such cost to CT shall not exceed the original square foot cost of the installation shown to be defective. Proof of product purchase cost may be required.

## LIMITATION OF REMEDIES AND DAMAGES

CT is not responsible for structural failure or workmanship that is not in accordance with standard industry practices and procedures and CT published instructions. CT is not liable for losses due to delays or any other consequential damages. Cracking due to structural movement, excessive deflection or other failure of the substrate and damage to structural or subfloor elements from water are also not covered. Acts of God including but not limited to flooding, hurricane, tornado, earthquake and fire shall not be covered under this warranty. CT will not be responsible for system failure resulting from the use of competitive or non specified products. The potential for efflorescence and shading is inherent in all cementitious products and is not considered a manufacturing defect.

## THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS - YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY ACROSS JURISDICTIONS.

This warranty is in place of all other warranties and conditions, express or implied. CT expressly disclaims any other warranties and conditions, including statutory warranties and conditions and warranties and conditions of merchantability and fitness for a particular purpose other than the warranty expressly stated herein. Some jurisdictions do not allow disclaimers of implied warranties and conditions or limitations on how long an implied warranty or condition lasts and do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Although CT may have suggested the material or developed the material at the request of the owner or applicator, it is the responsibility of the owner to test and determine the suitability of the material for the intended use and purpose, and the owner assumes all risk and liability whatsoever regarding such suitability.

## WARRANTY REQUIREMENTS

A complete CT system of products or approved products must be used including mortars and grouts to qualify for this limited warranty. Surface preparation product selection is optional depending on the job requirements. All installations over 5,000 square feet must receive pre-approval by calling a CT Architectural Consultant. We offer pre-job inspections. Multiple residence installations are considered as one installation.



## CLAIMS PROCEDURES

If you wish to make a claim under this limited warranty, you must notify CT in writing, within ten (10) days after alleged defect of the installation, to: Creative Tiling 6131 Rancho Mission Rd. #208., San Diego, CA 92108. The claim must be submitted and evaluated by CT before any repair work is done. CT reserves the right to physically inspect any project with a claim pending prior to determining validity of the claim. Proof of purchase may be required. For any claim that is not valid, CT will be paid reasonable charges, including travel and labor, associated with investigation of such claim.

## PRODUCTS COVERED

Any combination of Custom Building Products' tile and stone installation products.

## DISCLAIMER

Purchaser acknowledges that Natural stones vary in color, pattern, and texture. The actual stone delivered may differ from the sample shown. The purchaser acknowledges that additional stone ordered at a later date can be more costly and cannot be guaranteed to match the original stone.

All countertops will be seamed or jointed as the slab size allows. The fabricator is solely responsible for seam placement in countertops and backsplashes. Fewer seams may require more material and expense.

Some materials are porous in nature and while highly resistant to staining and scratching can be subject to both. The fabricator makes no warranties implied or expressed as to stain resistance or imperiousness of the products to scratching. All slab countertops will be polished on one side and sealed prior to installation. Normal wear and tear for the purposes intended will not cause scratches or staining. Granite can only be scratched by other gemstones. NOTE: Industrial environments are not considered "intended" applications and would not be covered under this warranty unless expressly addressed in writing in a separate warranty document.

Purchaser acknowledges that the fabricator is supplying "surfacing" material only and releases the fabricator and installer from all liability for cracking or damage of material due to settling of the subsurface and/or improper construction. Countertops have to be installed on sturdy level cabinets with a tolerance of 1/8 inch per 10 foot span. The fabricator will not be responsible for re-fabrication of a top due to other people damaging the material. Most damage to stone occurs during transportation and installation or by other trades who stand or work on the surface.

A 12 inch overhang is the maximum unsupported overhang allowed for 2 or 3 centimeter granite. Additional support is required for overhangs greater than 12" and must be supported brackets or corbels. An unsupported span of 36" is acceptable if you have support on both sides. Minor chipping of the material can occur during installation but is repairable on site. In the event chipping occurs, the extent of chipping and the re-fabrication of any one piece is the sole discretion of the fabricator.

This warranty is limited to normal wear and tear and does not cover damages resulting from misuse, abuse, prolonged exposure to liquid or oil, neglect, mishandling, unauthorized modification, structural failure, or damage that is considered an Act of God.