

# **WARRANTY**

As the purchaser of LTLC, INC. (DBA “Haynes Cabinet Design”), you have invested in cabinetry built to the highest standards of workmanship. Your Haynes Cabinet Design cabinetry is protected by our limited lifetime workmanship warranty (the “Warranty”).

## **WHO IS COVERED?**

This Warranty is extended to the original purchaser only and is not transferable. Haynes Cabinet Design does not extend this Warranty to subsequent owners of the cabinetry.

## **WHAT IS COVERED UNDER THIS WARRANTY?**

Haynes Cabinet Design warrants that the original purchaser of Haynes Cabinet Design cabinetry will be free from defects of workmanship under normal household (or commercial) use for as long as the original purchaser owns the home (or business) in which the cabinetry is installed. Specifically, this Warranty applies to the following: cabinet front frames, cabinet doors (for door warpage, see Special Notes below), cabinet back and side panels, shelves, tops and bottoms, drawer fronts and drawer bodies.

The hinges and drawer guides used in Haynes Cabinet Design cabinetry are covered by a lifetime warranty by the manufacturer of the hinges and drawer guides.

## **WHAT IS NOT COVERED UNDER THIS WARRANTY?**

- This Warranty does not cover, and Haynes Cabinet Design will not be responsible for:
- Defects or damage arising from improper or negligent installation, misuse, accidents, alterations (regardless of whether the alteration caused or contributed to the defect), or improper care.
- Cabinetry not maintained or stored in a climate controlled environment (see Special Notes below)
- Cabinetry that has been exposed to water, also extreme high or low humidity.
- Natural characteristics of wood (see below).
- Colorfastness of finishes (see Natural Characteristics of Wood below)
- Normal wear and tear.
- Labor costs, including the costs of removing and reinstalling the cabinets.
- Transportation or shipping costs incurred in connection with this Warranty.
- Cracking or splitting of finish where the panels have been caulked in.

## **NATURAL CHARACTERISTICS OF WOOD.**

Natural woods, even from trees of the same species, may differ in color, texture and graining. Wood may exhibit subtle changes over time as it ages. Natural and painted finishes on all furniture will at times vary in color tone and grain characteristics. Painted face frames, doors, and other painted parts of the product may eventually have visible cracking around the joint areas. These changes may be accelerated or intensified by sunlight, smoke, household cleaners and other environmental conditions, and such conditions may eventually cause the wood to warp, split or crack. These variations are considered the natural characteristics of the material in relation to their environment and normal wear and tear and are not covered under this Warranty.

## **SPECIAL NOTES:**

*Door Warpage:* All doors less than 24."wide and 45" high will be warranted if warpage is greater than 1/8". All doors over 24. "wide and 45" high will be warranted if warpage is greater than 3/8". Upon installation, a cabinet may be forced out of square. The door(s) of an out of square cabinet will appear to be warped, when in fact they are not. Please remove all doors and check them on a flat surface for the above stated warpage tolerances before requesting replacement. Note that mortise and tennon doors over 45" high and made as one panel at the customer's request are excluded from this Warranty.

*Climate Controlled Environment.* To minimize warpage and moisture expansion of wood products, Haynes Cabinet Design products should be maintained in a climate controlled environment that avoids extreme temperatures and extremely high or low humidity conditions. Haynes Cabinet Design will not warranty product stored or installed in any uncontrolled environment. Ideal temperatures recommended are between 65'-75' Fahrenheit. Never to fluctuate to quickly, as the wood can expand and contract creating cracking of joints.

#### **PERFORMANCE OF WARRANTY.**

If a covered defect occurs, Haynes Cabinet Design will elect, in its sole discretion, to either repair or replace the defective material or component free to charge. Haynes Cabinet Design reserves the right to change its product and finish catalogs from time to time without notice to its customers. If a warranty claim is filed on a product or finish no longer offered and Haynes Cabinet Design elects to replace the material or component, Haynes Cabinet Design will substitute a material or component that it deems to be comparable in look and style and of equal or greater value. Haynes Cabinet Design does not guarantee that finishes on replacement materials or components will exactly match the finishes of Haynes Cabinet Design cabinetry already installed in your home.

#### **HOW TO MAKE A WARRANTY CLAIM.**

You must make your warranty claim to the business directly from whom you purchased the cabinets, and your claim must describe the nature of all the alleged defects. Send all warranty claims through the contact form on the Haynes Cabinet Design website. <https://haynescabinetdesign.com/contact-us/>

#### **LIMITATIONS.**

This Warranty is Haynes Cabinet Design exclusive express warranty, and Haynes Cabinet Design disclaims all other express warranties. In no event shall Haynes Cabinet Design be liable for incidental or consequential damages to the original purchaser or any third party. No dealer or agent of Haynes Cabinet Design has any authority to change or enlarge the warranty or enlarge the above warranty or our liability.

#### **CHOICE OF FORUM; JURISDICTION; CHOICE OF LAW.**

The original purchaser agrees that any disputes regarding this Warranty and warranty coverage hereunder will be submitted exclusively to the jurisdiction of the state courts for Orange County, California. The original purchaser agrees to personal jurisdiction of these courts. This Warranty is governed by, and shall be construed in accordance with, the laws of the Commonwealth of California, without giving effect to provisions regarding conflicts-of-law.