

# Limited 5-Year Warranty

#### **COVERAGE OF WARRANTY**

Fabuwood Cabinetry Corp ("Fabuwood") is pleased to provide the following limited warranty to the first residential purchaser of all cabinets imported to and assembled and sold in the United States by Fabuwood. This warranty does not cover cabinets sold or shipped outside of the United States and Canada. A residential purchaser is a person who purchases and installs the cabinets in a dwelling that is owned and used by that person as a primary or secondary home, or, in the case of a developer or builder, this limited warranty may be assigned to the initial purchaser who uses the dwelling as a primary or secondary home. This warranty, however, is not transferable to subsequent owners of the home. This limited warranty is subject to all limitations, exclusions, disclaimers and procedures set forth herein.

LIMITED 5 YEAR WARRANTY (On Quest and Value Premium series cabinets): Fabuwood warrants to the original purchasing consumer that all Quest and Value Premium series cabinets purchased from Fabuwood will be free from all unnatural defects in material and workmanship in accordance with the Fabuwood quality standards sheet under normal residential use for 5 years from the date of the original purchase or as long as the original purchasing consumer owns the home in which such cabinets are installed, whichever is less.

### **EXCLUSIONS**

THIS WARRANTY SUPERSEDES ANY AND ALL PREVIOUS WARRANTIES BY FABUWOOD AND CONSTITUTES THE EXCLUSIVE REMEDY AGAINST FABUWOOD FOR ALL DEFECTS, DAMAGES AND WORKMANSHIP. THERE ARE NO IMPLIED WARRANTIES EXTENDING BEYOND THE TERMS OF THIS WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FABUWOOD SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES (INCLUDING LOST PROFITS), EVEN IF THIS LIFETIME LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. IT IS POSSIBLE THAT ONE OR MORE OF THE LIMITATIONS AND EXCLUSIONS IN THIS WARRANTY MAY NOT APPLY TO YOU.

## **LIMITATIONS**

This warranty shall become void if the cabinets, cabinetwork, drawer slides or hinges are modified from its original form, improperly installed or damaged prior to or during the installation, or used in any way other than for residential purposes. This warranty covers only parts and materials of the cabinets as supplied by Fabuwood. This warranty does not cover any products used or installed in connection with cabinets, such as gas or electric appliances, countertops, or plumbing fixtures. This warranty does not apply to products installed in locations that do not maintain year-

round environmental controls. This warranty shall not apply to damages caused by transportation, storage, dirt, chemicals, exposure to moisture, humidity or excessive heat or cold, nor does it cover the effects arising from normal wear and tear, misuse, neglect, accidents, alterations, improper use or failure to maintain properly, house settling, or acts of God. No installer, retailer, distributor, agent or employee of Fabuwood has the authority to alter the obligations or limitations in this warranty.

#### **QUALITY STANDARDS**

This warranty covers all damages and unnatural defects that are deemed as such under the current Fabuwood Quality Standards sheet. The current Fabuwood Quality Standards sheet is available for download in the dealer login section of the Fabuwood website (www.fabuwood.com), which should be reviewed at each time a claim for warranty service is being considered. Fabuwood reserves the right to modify or change the Fabuwood Quality Standards sheet at any time without notice.

#### **DISCLAIMERS**

The following is a brief recap of some of the characteristics of the wood and finishes on the cabinets you are about to purchase. Please read them carefully. If some of these characteristics concern you, please choose something else. We bring these characteristics to your attention so you will realize that Fabuwood will not be held responsible for these variations in your cabinetry. It is important to note that wood products claimed as defective are most often the result of atmospheric conditions such as excess moisture and humidity. Fabuwood strongly recommends testing the intended location of the products for such conditions prior to installation.

WOOD AND COLOR VARIATIONS: Wood is a product of nature, and since no two trees are alike, cabinets may vary in color, texture and grain. Wood characteristics naturally occurring such as variations in color, grain, mineral streaks, pinholes and knots are not considered defects. Color variations in cabinets are also a natural occurrence due to species, age, character of cabinets, and exposure to UV light, smoke, certain household cleaners, sunlight, extreme temperatures, and other environmental conditions. For these reasons, new and/or replacement cabinets may not match display samples and/or existing cabinets. This may result in overall color variations, but is not considered a defect.

WOOD DOORS, DRAWER FRONTS, AND FACE FRAMES: Wood by nature will undergo expansion and contraction movements over the years as it compensates and adjusts to ever changing atmospheric humidity and temperature conditions. It is very common for center panels on doors to shrink, expand or move during these changes. Typically, the panel will return to its normal position within a year once it has adjusted to seasonal changes. It is for these same reasons that it is very common for doors to warp during these periods. Doors that are warped up to ¼" are not considered defective. [Note: It is advisable to check if the door was properly installed, since doors that appear warped are very often



the result of improper installation.] Painted doors, drawer fronts, and face frames may eventually have visible cracking around the joint areas, and cabinet colors may darken or lighten over time. These variations are considered to be the nature of the material in relation to their environmental exposure and are not covered under this lifetime limited warranty.

PAINTED FINISHES: Plywood is a non-porous, smooth grained wood. Additionally, wood by nature undergoes periods of expansion and contraction while it adjusts to atmospheric conditions mentioned above. As such, finish stress lines may become visible on painted cabinets especially at the joints. Any such occurrence is not considered a defect.

GLAZED FINISHES: A glazed finish by character is an uneven finish. Some edges and profiles will be larger than others and glazing may vary cabinet to cabinet, door to drawer and item to item. This may result in overall color, texture, and finish variations but these are not considered defects.

## **WARRANTY PERFORMANCE**

If a defect does occur within the terms and conditions of this warranty such defective part will be repaired or replaced by Fabuwood at its sole discretion. Fabuwood will not provide or pay for the cost of removal of defective product, transportation of defective, repaired or replaced product or installation of repaired or replaced product. If it is not commercially feasible to repair or replace a defective product, we may refund the original price paid by you for the defective product, or provide a credit towards a similar type of product sold by us. Fabuwood will not be responsible for any shipping damages to the defective, replaced or repaired product. If defective item has been discontinued or is not available at the time, Fabuwood reserves the right to replace the item with the most similar item available in Fabuwood's inventory at that time. Fabuwood reserves the right to alter design, specifications and material without obligation to make similar changes to products previously manufactured. Fabuwood cannot guarantee that the finish of any replacement will exactly match the finish and appearance of the defective item due to the natural ageing process of the wood and finishes of the cabinets. Fabuwood may require at its discretion that the customer submit a clear photo, or that a company representative inspect the item being claimed before honoring this warranty.

#### **CLAIMS**

To submit a claim covered under this warranty, the claim must be filed through Fabuwood's EZ pricing system by the original Fabuwood-authorized dealer. In case the original dealer cannot be identified, or they have closed down, the warranty claim, must be emailed to customerservice@fabuwood.com. The email should explain the issue and include pictures showing the claimed defects. Feel free to call 201-432-6555 ext. 1 for assistance.

#### NOTE

Please do not send back any items to Fabuwood prior to receiving proper authorization from customer service. Fabuwood takes no responsibility on any items sent back to Fabuwood without proper return authorization.

Last Modified: 02/15/2023: Change of limited warranty duration from 5-years to the original purchaser of the cabinetry for as long as they own their home.