

NERVAL CORPORATION warrants to the original commercial purchaser that all Kitchen Cabinets products will be free from any defects in materials for the periods stated below, subject to the terms & conditions stated below AND NERVAL's general terms & conditions (<https://nervalcorp.com/nervals-terms-and-conditions/>). This limited warranty does not apply to defects resulting from negligent misuse, accidents, or freight handling, or in the case of failure to meet Nerval's care & maintenance instructions, available on our website (www.nervalcorp.com). **NERVAL CORPORATION** retains the option to repair, replace, or issue an in-house credit for any defective item.

WHO IS A COMMERCIAL PURCHASER? Under this Limited Warranty, a "Commercial Purchaser" is anyone other than the following:

- a person who purchases and installs the Product in a dwelling that is owned and used by that person as a primary or secondary home;
- any person or business such as a builder, contractor, or developer that purchases and installs the Product in a newly constructed or remodeled dwelling that will be used by the initial owner/purchaser of that dwelling as a primary or secondary home. In such situation, this Limited Warranty may be assigned to the initial owner/purchaser who uses the dwelling as a primary or secondary home.
- a consumer subject to the Alberta Consumer Protection Act.

Commercial Purchasers include landlords and leasing companies as well as contractors, remodelers, and private or public businesses that purchase and/or install the Product in a dwelling that will be leased, used as a rental unit, or used for any other commercial or industrial use. (See Residential Warranty)

Products and their components will be free from defects in material and workmanship, under normal use and maintenance, for twelve (12) months from the date of purchase.

This warranty does not cover products exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way. "Abnormal use or conditions" includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat or cold or uneven exposure to temperatures or weather conditions, physical or chemical abuse, and damage from ordinary wear and tear or improper care and maintenance. Improper care of Kitchen Cabinets may result in scratches, chips, peeling, lifting, fading, etc. In addition, this warranty will not cover damage from vandalism, use of improper cleaning solutions or damage from the dropping or striking of heavy objects on the product. Superficial inconsistencies or flaws that cannot be visually detected when viewed from three (3) feet away will not be considered defects.

Installation One (1) Year Limited Warranty

If product is installed by **NERVAL CORPORATION**, all decisions about defects in the installation shall be made by **NERVAL CORPORATION** and communicated to you in a timely manner. Whether **NERVAL CORPORATION** performs repair or replacement of your installation is up to the sole discretion of **NERVAL CORPORATION**. **NERVAL CORPORATION** is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering/design characteristics, structural movement or settling or accidents.

Warranty Service

The warranty extends to the original purchaser only and all claims for service must be accompanied by proof of purchase. Every warranty issue must include:

- Proof of Purchase
- A brief written report outlining the defect, with images

NERVAL CORPORATION is not responsible for transportation costs or damages incurred during transport.

Returns and Cancellations

NERVAL CORPORATION will not accept returns for kitchen cabinet products or cancellations of kitchen cabinet product orders. Kitchen cabinet products are custom ordered to client requirements and therefore cannot be returned or cancelled.

Liability

Liability is limited to the actual value of the goods. **NERVAL CORPORATION** will not be held responsible for any damages in excess of the selling price of the goods.

05/14/2021

NERVAL CORPORATION warrants to the original residential purchaser that all Kitchen Cabinets products will be free from any defects in materials for the periods stated below, subject to the terms & conditions stated below AND NERVAL's general terms & conditions (<https://nervalcorp.com/nervals-terms-and-conditions/>). This limited warranty does not apply to defects resulting from negligent misuse, accidents, or freight handling, or in the case of failure to meet Nerval's care & maintenance instructions, available on our website (www.nervalcorp.com). **NERVAL CORPORATION** retains the option to repair, replace, or issue an in-house credit for any defective item.

WHO IS A RESIDENTIAL PURCHASER? Under this Limited Warranty, a "Residential Purchaser" means any of the following:

- a person who purchases and installs the Product in a dwelling that is owned and used by that person as a primary or secondary home;
- any person or business such as a builder, contractor, or developer that purchases and installs the Product in a newly constructed or remodeled dwelling that will be used by the initial owner/purchaser of that dwelling as a primary or secondary home. In such situation, this Limited Warranty may be assigned to the initial owner/purchaser who uses the dwelling as a primary or secondary home.
- a consumer subject to the Alberta Consumer Protection Act.

Under this Limited Warranty, a primary or secondary home does not include rental property. This Limited Warranty does not apply to landlords, leasing companies or other commercial purchasers. (See Commercial Warranty)

Limited Lifetime Warranty for the construction of the cabinet box and drawer box.

Limited Five (5) Year Warranty for the door and drawer faces, decorative hardware, hinges, and slides.

Lighting/Powered components will be covered by their respective warranties.

This warranty does not cover products exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way. "Abnormal use or conditions" includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat or cold or uneven exposure to temperatures or weather conditions, physical or chemical abuse, and damage from ordinary wear and tear or improper care and maintenance. Improper care of Kitchen Cabinets may result in scratches, chips, peeling, lifting, fading, etc. In addition, this warranty will not cover damage from vandalism, use of improper cleaning solutions or damage from the dropping or striking of heavy objects on the product. Superficial inconsistencies or flaws that cannot be visually detected when viewed from three (3) feet away will not be considered defects.

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