

# J&K FIVE YEAR LIMITED WARRANTY

J&K CABINETRY (“J&K”) extends the following limited warranty on all cabinets manufactured and sold by J&K within the United States and Canada. This Limited Warranty is only applicable to Products sold to the original purchasing consumer on or after January 1, 2019. J&K warrants that all cabinets purchased from J&K will be free from all unnatural defects in material and workmanship in accordance with J&K 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. This warranty is non-transferable to subsequent owners of the home. Door hinges and all drawers glide system, including system hardware (lift system), however, are warranted for only 1 year under normal residential use from the date of the original purchase.

THIS LIMITED WARRANTY IS SUBJECT TO ALL LIMITATIONS, EXCLUSIONS, DISCLAIMERS, AND PROCEDURES SET FORTH HEREIN.

– The warranty does not cover defects caused by improper handling, storage, dirt, chemicals, abrasive or citrus cleaning products, installation, assembly or disassembly, transit or other intentional or negligent damage, product modifications, exposure to the extreme moisture, humidity or excessive heat or cold (temperature outside the range of 50-85°F and humidity outside of the range of 30-55% are considered extreme), nor does it cover

defects arising from normal wear and tear, misuse, neglect, accidents, alterations, improper use, exposure to improper loads, or failure to maintain properly. Any modification to the hardware structure or finish of the original consumer purchaser's cabinetry by anyone other than those specifically authorized by J&K to do so shall void this limited liability warranty. The product must be used exclusively for its intended purpose in order to be covered by this limited liability warranty. This limited liability warranty shall become void if the cabinets or any components or parts thereof are in any way modified, improperly installed or damaged prior to or during installation, or installed or used in other than normal residential applications.

– Natural woods may vary in color, grain pattern, and characteristics and exhibit subtle changes as they age. Wood characteristics that naturally occur, such as variations in color, grain, mineral streaks, and knots, are not considered defects. J&K will not be held responsible for these variations in your cabinetry. For example, painted doors, drawer fronts, and face frames may eventually have visible cracking around the joint area, and cabinet colors may darken or lighten over time. These conditions are considered a normal occurrence and are not included or covered by this limited liability warranty. A glazed finish by character is an uneven finish. Some edges and profiles will have heavier hang up than others and glazing may vary cabinet to cabinet, door to drawer and item to item. This may result in overall color variations but is not considered a defect. UV light, Sunlight, smoke, household cleaners, and other environmental conditions may also affect the color and integrity of the Product's finish or appearance over time. These variations are considered to be the nature of the material in relation to their environmental exposure and are not considered defects in material or workmanship and are not covered under this Limited Warranty.

– Mitered door joints, in particular, are likely to react to conditions of their environment. Gaps that may develop indoor joints due to

conditions of their environment are not included or covered by this limited liability warranty. This limited liability warranty does not cover or apply to hairline cracks of cabinetry; hairline cracks are unavoidable in wood cabinets given the nature of the material. Every species and grade of solid wood behaves in such a way as to eventually result in hairline cracks.

– Wood is wood and expansion and contraction still happen year after year as it compensates and adjusts to ever-changing atmospheric humidity and temperature conditions. Observing shrink, expansion on center panels of doors is very common. It will return to its natural position within couple months once it has adjusted to seasonal changes. For the same reason, all door warpage greater than 1/4” will be warranted. Please remove all doors and check them on a flat surface for the above-stated warpage before requesting a replacement.

– Warranty Performance. J&K periodically updates and makes changes to its product line and specifications. If a warranty claim is filed during the warranty period against obsolete or changed product and repair is not possible, J&K will, at its sole option, repair or replace the part under warranty with a new part of the same style or with a similar style currently offered and does not include or cover any other costs, including but not limited to any costs of service, labor, shipment, transportation, removal or installation related to the repair or replacement. J&K is not responsible for a replacement product that may not match the installed product exactly. If a manufacturing defect occurs within this limited liability warranty’s terms and conditions and J&K determines to replace the defective cabinet or component or part thereof, J&K will ship the replacement cabinet or component or part thereof to the original consumer purchaser via ground shipper or freight carrier, at J&K’s sole discretion.

**DISCLAIMER OF OTHER WARRANTIES:**

THIS WRITING IS THE COMPLETE AND EXCLUSIVE REMEDY FOR ANY ORIGINAL CONSUMER PURCHASER. FOR BREACH OF WARRANTY. THE STATEMENT OF THE EXPRESS WARRANTIES PROVIDED HEREIN IS IN LIEU OF ANY AND ALL OTHER EXPRESS AND/OR STATUTORY WARRANTIES, TO THE EXTENT, PROVIDED BY LAW. IN NO EVENT SHALL J&K BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO ANY ORIGINAL CONSUMER PURCHASER OR A THIRD PARTY, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM PERSONAL INJURY, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF PROPERTY, ECONOMIC LOSS, STATUTORY OR EXEMPLARY DAMAGES, WHETHER FROM NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE, AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED AND DISCLAIMED, EXCEPTING ONLY THOSE EXPRESS WARRANTIES SPECIFICALLY SET FORTH IN THIS LIMITED LIABILITY WARRANTY. IN NO EVENT SHALL J&K BE LIABLE FOR ANY INDIRECT DAMAGES RESULTING FROM INSTALLATION, USE OR FAILURE OF ITS PRODUCTS. THIS LIMITED LIABILITY WARRANTY IS J&K'S SOLE WARRANTY, AND NO DEALER, DISTRIBUTOR OR AGENT POSSESSES ANY AUTHORITY WHATSOEVER TO MODIFY OR ENLARGE THIS WARRANTY IN ANYWAY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### CLAIMS:

To file a warranty claim, first contact your local authorized J&K builder, dealer or distributor who installed and sold the J&K product. They will obtain the information necessary to make a

claim decision and forward such information in writing to J&K. A dated sales receipt as proof of purchase is also required to obtain benefits from these warranties. At its discretion, J&K may require an inspection of the allegedly defective product before repairing or replacing. If you have difficulty obtaining assistance, please write at the address noted at bottom of page, with an explanation of the defect. Please do not send the allegedly defective cabinet or component or part thereof to J&K, unless and until expressly requested to do so by our claims department. Pictures of cabinets or components or parts thereof may be requested by J&K. Making a fraudulent claim may be a crime, and violators may be prosecuted. J&K reserves the right to make all final decisions regarding warranty claims.

This limited liability warranty and its enforcement, and any and all claims or disputes arising out of, relating to or in connection with this limited liability warranty or the making, performance or interpretation of this limited liability warranty, shall be (1) governed by and construed exclusively in accordance with the laws of the State of New York, without regard to the conflicts of law or choice of law principles of the State of York or any other jurisdiction (including but not limited to U.S. federal law) that would require the application of the law of any other jurisdiction, and (2) brought only in the United States District Court for the District of Southern District of New York or the New York Supreme Court, Nassau County.