

EIGHT

YEAR WARRANTY

NEFF BEAUTIFUL LIVING INC. LIMITED WARRANTY

Subject to the below Terms and Conditions, our warranty applies to purchases made from Neff Beautiful Living Inc. on or after January 1, 2019 to the original purchaser and at the original site of installation of Products (as defined below) only. Covered Products will be free of defects of material and workmanship under normal use for EIGHT YEARS. We reserve the right to either replace or repair any parts covered under this Limited Warranty.

To obtain performance under this warranty you must contact us at (905) 791-7770 or info@NeffLiving.com.

TERMS AND CONDITIONS

A LIMITED WARRANTY

Neff Beautiful Living Inc. ("Neff" or the "Company") hereby warrants that the Product(s) (defined below) manufactured or supplied by the Company shall be free from material defects in materials and workmanship for a period of eight (8) years from the date of purchase by the original purchaser in respect of Product located at the original site of installation or point of delivery. The term "Product(s)" includes only, cabinetry, stone, and other finishes manufactured or supplied by Neff directly to the customer, but shall not extend to products, parts or equipment supplied by other manufacturers and used by Neff to manufacture, assemble, install, or supply the Products, which shall be warranted only for any period, purposes, and conditions extended by such manufacturers to Neff, if applicable.

B LIMITATION OF REMEDIES

The sole remedy under this Limited Warranty shall be the repair or replacement of the Products or any components thereof which are determined by the Company to be materially defective in material or workmanship or, at the sole option of the Company, the refund of the purchase price of the Products in question. The Company shall not be liable for injury to property other than the Products themselves in accordance with the terms herein. This Limited Warranty does not cover the natural aging or darkening of wood or stone color, the inherent growth characteristics of, or variation in wood and/or wood grain and or stone and/or stone grain, or aging of any other finishes or materials included in the Products. Certain replacement Products and components thereof are subject to availability, and may differ from those originally supplied. Color matching any replaced item(s) to its/their original counterpart may not be possible. This Limited Warranty does not apply to Products purchased without a finish. This Limited Warranty does not cover, or apply to any defect and/or malfunction that is not caused by the Company, including by way of example and not limited to, normal wear and tear, or damage and/or defects caused by misuse, abuse, negligence, alteration, non-residential use, improper installation, improper maintenance, storage, handling, and environmental conditions.

The Company's sole responsibility and liability under this Limited Warranty is limited to repairing or replacing warranted Products to their original specifications, or at the Company's sole discretion, providing a substitute/replacement of like quality. Due to the natural aging or darkening of wood color, and due to the natural aging or change in colour of stone or other finishes, the Company cannot be responsible for exact color, grain, or material matching in replacement and/or substitute Products.

C DISCLAIMERS FROM WARRANTY

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY AS TO THE FITNESS OF THE PRODUCTS HEREUNDER FOR ANY PARTICULAR PURPOSE.

This Limited Warranty is in lieu of all other express or implied warranties of the Company and the Company does not assume, nor does it authorize any person to assume on its behalf, any other obligation or liability, either verbally or in writing. Any statements and representations made by the Company outside of this Limited Warranty are not a part of the basis of the bargain and are not warranted to be accurate. Any statement by the Company in this Limited Warranty or in any agreement or correspondence, whether oral or written, between the Company and its customer(s) construed as an affirmation or promise, it shall nevertheless not constitute a warranty that the Products or any component thereof will conform to such affirmation or promise.

D AUTOMATIC TERMINATION OF WARRANTY OBLIGATIONS

Any obligation of the Company under this Limited Warranty shall automatically and immediately terminate, without notice from or any further action by the Company, and the Company shall have no responsibility for damages of any kind as a result of the occurrence of any of the following:

- i accident, misuse, abuse or negligent use of the Products or any component thereof;
- ii any repair or alteration of the Products or any component thereof made outside the Company's facility, except by an employee of the Company authorized to do so;
- iii improper installation or operation (including both mechanical and electrical) of the Products or any component thereof;
- iv failure to provide normal maintenance for the Products or any component thereof.

E LIMITATION ON DAMAGES (CONSEQUENTIAL DAMAGES EXCLUDED)

The Company shall not be responsible for, nor does this Limited Warranty extend to, any special, consequential or incidental damages or expenses of any kind or nature, regardless of the cause thereof or any knowledge which the Company may have regarding the probability of the occurrence of such damages or expenses. The Company specifically excludes and is not responsible for any special, incidental or consequential damages, including by way of example and not by way limitation, expenses such as labor for removal or installation, handling, packaging, and transportation expenses, injury to persons or property, loss of use of the Products, lost goodwill, lost resale profits, work stoppage, loss of enjoyment, and impairment of other goods, whether arising out of, or for breach of any expressed written or implied warranty (including any warranty of merchantability and/or fitness for a particular purpose), breach of contract, tort or otherwise.

F ENFORCEMENT OF LIMITED WARRANTY

The customer must immediately notify the Company in writing of any warranted Product to be repaired or replaced pursuant to the terms of this Limited Warranty, as soon as the customer becomes aware of or reasonably ought to have become aware of any basis for enforcement of this Limited Warranty, and shall specify the Product or component thereof as well as list the facts or reasons supporting or underlying the claim for relief under this Limited Warranty. Allegedly defective Products or components thereof shall be returned to the Company's facility at the sole cost of the customer. In the event that the Company elects to repair or replace the allegedly defective Product or component thereof, the Company shall ship, at the Company's expense, said replacement or repaired Product or component to the customer provided that the Product remains in the same municipal jurisdiction as it was originally delivered to at the time of Purchase.