



WARRANTY POLICY

KANDY Operations Inc / CONDO KANDY (hereinafter referred to as “KANDY”) warrants to the original purchaser that its products shall be free from material manufacturing defects for 10 years from the date of original purchase, under normal use and regular service conditions.

If a manufacturer’s defect appears within the warranty period, proof of defect along with receipt/proof of purchase must be provided directly to KANDY.

After confirmation by an authorized KANDY representative of the defect, KANDY’s sole responsibility shall be, at its option, to either replace the defective item or refund that portion of the purchase price paid for the defective item (not including the cost of initial installation).

This warranty shall not cover costs and expenses incurred with respect to the removal of defective products or the installation or replacement materials, including but not limited to, labour and freight.

KANDY does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover any product failure, product malfunction, or damages attributable to:

- If not installed directly by KANDY, improper installation of KANDY’s products and/or failure to abide by KANDY’s installation guidelines, including but not limited to failure to install the tiles on a solid, flat surface or a surface that is not properly drained
- Any cracking, breakage or other damage occurring during or after installation, if not installed by KANDY
- Use of KANDY products in an application not recommended by KANDY’s guidelines and local building codes
- Movement, distortion, collapse or cracking of the surface or the supporting structure on which KANDY products are installed
- Ordinary wear and tear
- Any act of God (such as flood, hurricane, earthquake, lightning, fire wind, etcetera), environmental conditions (such as air pollution, mold, mildew et al) or staining from foreign substances (such as dirt, grease, oil et al)
- Natural imperfections or variations in wood or stone
- Natural weathering of the wood or wood composite including but not limited to fading of the wood or wood composite colour
- Color change in the rubber tiles caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Improper handling, storage, abuse or neglect of KANDY products

The purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the KANDY products in connection with its use in any particular application. No person or entity is authorized by KANDY to make any statement or representation as to the quality or performance of KANDY products other than as contained in this warranty and KANDY shall not be bound by any such statements or representations. This warranty may not be altered or amended except by means of a written document signed by both KANDY and the purchaser.

UNDER NO CIRCUMSTANCES WILL KANDY BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, STOPPAGE OR WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. KANDY’S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

This warranty shall only be applicable and enforceable in Canada. See below for pro-rated warranty:

Months from the original purchase date:	1–36	37–60	61–84	85–120
Percentage of defective material replacement:	100%	50%	25%	5%