

WARRANTY POLICY

KANDY Outdoor Flooring Inc. (hereinafter referred to as "KANDY") warrants to the original purchaser (hereinafter referred to as "Customer") that its products shall be free from material manufacturing defects for two (2) years from the date of the Customer's original purchase, under normal use and service conditions.

If a manufacturing defect appears within the warranty period, you must notify KANDY in writing by sending a description of the claimed defect including quantity affected, photographs of the defects and entire area, a sample of the defective product, and proof of purchase to:

KANDY OUTDOOR FLOORING INC.
#122-380 Alliance Ave.
Toronto, ON M6N 2H8

After confirmation by KANDY 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 by the Customer 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 of replacement materials, including but not limited to, labour and freight.

KANDY does not expressly or impliedly warrant against, nor is responsible for, any product failure, product malfunction, or any damages in any way attributable to:

- Any act of God or force majeure, such as, but not limited to storm, flood, hurricane, earthquake, lightning, fire, heavy or high winds etc., or any environmental conditions, such as, but not limited to air pollution, mold, mildew, etc., or staining from foreign substances, such as but not limited to dirt, grease, oil, etc.



- Movement, distortion, collapse or cracking of the surface or the supporting structure on which KANDY products are installed;
- 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;
- Natural imperfections or variations in wood or stone
- Natural weathering of the wood or wood composite or any other material including but not limited to fading of the wood or wood composite colour;
- Improper handling, storage, abuse or neglect of KANDY products; and Ordinary wear and tear.
- 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;

KANDY 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 is solely applicable to the Customer as the ultimate purchaser of the flooring. This Warranty is not transferable.

This warranty may not be altered or amended except by means of a written document signed by an authorized representative of KANDY.



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 OF 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.

THERE IS NO WARRANT BEYOND THIS EXPRESSED WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

This warranty shall be applicable and enforceable in Canada and the United States of America.

