

WARRANTY

Architessa warrants only to its immediate Buyer, and to no other person, that its products will, on the date of shipment, meet the terms of Architessa's Quote Confirmation or Sales Order pursuant to which such products were sold.

MANUFACTURED PRODUCTS

Architessa warrants that manufactured products will be free from defect for a period of one year from date of purchase. Defect is defined as a shortfall in the product to perform to specifications as disclosed in product or trade literature, within industry allowable tolerances as set forth in standard, national industry protocols. This one year express warranty is the sole warranty extended and replaces any statutory warranties to the maximum extent allowable by law. Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects or installations that violate building codes are not covered by this warranty. All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All products must be inspected prior to installation. Visual defects or nonconformities apparent prior to installation voids this warranty. Manufactured tile is subject to variation due to an inherent variability in raw materials and production processes. Ceramic tile with a rating of V3 or V4 may contain higher levels of variation. All products should be inspected prior to installation.

NATURAL STONE PRODUCTS

Natural stone products, including, but not limited to, travertine, limestone, granite, marble, onyx, and slate, are products of nature mined and cut from natural formations which may inherently contain high levels of variation. Because these products are mined and cut from natural formations instead of manufactured, quality warranties are limited to the specified representations in Architessa product literature, trade product literature, and guidelines established by the Marble Institute of America. Architessa does not warrant natural stone products for shade, size, thickness, warping, cleft variations, surface finish variations, mineral content, or other natural defects/ characteristics of stone products.

EXCLUSION OF IMPLIED WARRANTIES

There are no warranties, which extend beyond the description on the face hereof including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

ELECTRONICS SIGNATURE/ACCEPTANCE

The customer acknowledges and agrees that physical signatures are not required when electronic acceptance is provided. Electronic acceptance of these terms shall be a permissible and acceptable form of acceptance of Architessa's terms.

GOVERNING LAW

The agreement between the parties shall be governed according to the internal laws of the State of Maryland without reference to its choice of law rules. Any suit involving any dispute or matter arising hereunder may only be brought in the United States District Court for the Southern District of Maryland or any Maryland State Court having jurisdiction over the subject matter of the dispute or matter.