

Commercial Warranty

Tavos Wall Planks

This warranty specifically covers Zandur wall covering products. This warranty applies only to products that have been paid for in full according to payment terms. This warranty does not apply to any product installed by a home owner or “do it yourself” application for which this product warranty does not apply. This warranty only applies to product installed with Zandur approved adhesives.

Zandur products are carefully inspected according to applicable industry standards and established quality assurance programs. Final inspection and approval is the customer's responsibility. The customer must approve and verify that patterns and colors are correct before installation. Zandur products are made with a significant content of natural raw materials, therefore slight shade variation is normal and is not considered a defect. Zandur will not accept claims after installation of incorrect material, visually defective material or material that does not meet customer expectations in terms of shade variation or the consistency of color or pattern. Installation of material confirms customer acceptance of pattern, color, shade, appearance and all other visual factors including but not limited to squareness and thickness. All aspects of the limited warranty are subject to the terms and conditions specified herein. In the event that there is any dissatisfaction whatsoever with the product, material may be returned to Zandur PRIOR TO INSTALLATION according to the terms and conditions specified herein. This warranty does not apply to adhesives, sealers, finishes or any other installation products supplied by Zandur. Those products are warranted by their original manufacturer. Warranty information on those products is available on request.

For a period of ninety (90) days after initial invoice date, Zandur warrants that its products meet published technical specifications. Due to the natural content of the products, dimensional stability of the product in its uninstalled state is not guaranteed after 90 days. Materials must be inspected within thirty (30) days from invoice date to ensure materials are correct and meet customer requirements. Returns will not be accepted on incorrect shipments or visually defective materials after thirty (30) days from invoice date.

For a period of one (1) year after initial invoice date, Zandur warrants its products to be free of manufacturing defects.

ITEMS SPECIFICALLY EXCLUDED FROM WARRANTY

1. Damage due to unusual wear and tear, including but not limited to indentations scratches or other damage caused by abuse such as damage from impact from carts, people or other objects such as picking the product with fingers or tools.
2. Visually or otherwise defective material after installed;
3. Damage due to discoloration including but not limited to fading or staining;
4. Failure due to irregularities in sub-surface, improper preparation of sub-surface or improper use of sub-surface materials;
5. Damage due to moisture (topical or sub-surface);
6. Damage due to accident, abuse or neglect;
7. Dissatisfaction or damage due to improper maintenance or improper use of maintenance products and/or site applied finishes or sealers;
8. Dissatisfaction, problems or damage due to use of improper installation techniques, use of improper installation tools and/or materials or installation in areas unsuitable for the product;
9. Dissatisfaction based upon shade or color variations after installation;
10. Wear through of factory or site applied finishes;
11. Labor and/or other costs associated with sub-surface preparation and/or wall covering installation;
12. Materials sold as “Off Goods” or “Seconds” which are sold “as is” and for which no warranties of fitness for a particular purpose or merchantability implied or otherwise apply.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, AND ALL OTHER LIABILITIES AND OBLIGATIONS ON THE PART OF ZANDUR OR ITS PARENT COMPANY RB&G PRODUCTS, LLC. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTICE OF CLAIMS

All claims must be made in writing and sent to Zandur at 12695 Lee Highway, Washington VA, 22747. Claims must be accompanied by original product invoice. Zandur requires that all claims be received within 30 days after buyer discovers reason for the claim. **All claims not made in writing or those received after the time period specified shall be deemed waived. Any claim made on product that has not been paid for in full shall be deemed waived.**

LIMITATION OF LIABILITY

The buyer's sole and exclusive remedy against RB&G, Products, LLC, T/A Zandur for a breach of warranty or for damage caused by a defective product shall, at the option of Zandur, be limited to repair or replacement of the defective material, or refund of the purchase price. Zandur will not be liable for or accept claims for labor to remove and/or reinstall its flooring or any other associated costs. In no event shall Zandur be liable for direct, indirect, general, special, incidental, consequential or other damages of any kind whatsoever, regardless of the causes of such damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.