LIMITED WARRANTY

Del Conca warrants that its first choice produced ceramic tile is manufactured according to ANSI A137.1-1988 and meets or exceeds these requirements. If a first choice tile purchased by the Purchaser pursuant to these Terms and Conditions of Sale is proven to contain a manufacturing defect, Del Conca will supply, free of charge, material of compatible color and shade, as determined by Del Conca. ***Labor charges are expressly excluded from this warranty***. The Purchaser waives any and all other claims and rights which the Purchaser might otherwise have arising out of or in connection with or relating to any breach of warranty or arising out of or in connection with or relating to any defect, fault or irregularity in the Products, including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential or other compensation or damages, and any and all rights to terminate or cancel the order, in whole or in part.

Del Conca makes no warranty as to the suitability of its tile for a particular installation. Del Conca does not warrant that it's glazed or unglazed tile will not scratch, chip, or show signs of wear.
Del Conca must be notified by the Purchaser of any claims or defects as soon as reasonably possible, but in any case **not later than six months** after the Products have been delivered by Del Conca. **Any claim of the Purchaser of any and every kind must be in writing and sent by certified mail, return receipt requested**. Failure to make any claim in such manner or within such six month period shall constitute an irrevocable acceptance of the Products.

Claims concerning shade, appearance, caliber, finish or obvious defects in first choice production must be communicated before the tile is installed. **No claims will be accepted for tile already installed or for defects in other than first choice material.** Del Conca specifically excludes liability for consequential or incidental damages except where exclusion of consequential damage is not permitted by state law.

This limited warranty shall constitute the full extent of Del Conca liability and is in place of all other warranties or representations, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

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