



KOVA

# LETTER OF WARRANTY

Tile

**KATERRA LIMITED WARRANTY**

Product Category: Tile (Porcelain, Ceramic, Glass, Marble)

Katerra warrants that the product category listed above will be free of defects in material and workmanship when properly installed and serviced during normal residential or light commercial installation applications per the table below. Unless specifically stated otherwise, the warranty start date begins on the date of delivery.

Warranty Period	
Owner-Occupied Single-Family Residential	1-Year Limited Warranty
Multi-Family Residential & Light Commercial	1-Year Limited Warranty

A defect is defined as a shortfall in the product to perform to Katerra specifications as disclosed in the product literature, within allowable industry tolerances as outlined in standard, national industry protocols (ANSI A137.1:2012 for ceramic tile and ANSI A137.2:2013 for glass tile). If a defect is discovered before installation, Katerra will provide replacement product or refund the original purchase price. The decision to resolve warranty defects by replacement or refund will be made at Katerra's sole discretion. Defective product should not be installed.

Labor charges are expressly excluded from this warranty. Katerra's material warranty does not warrant the Installer's workmanship. Workmanship errors should be addressed to the contractor who installed the tile. Contractors who have demonstrated expertise installing tile should professionally install your Katerra tile.

**THE FOLLOWING CONDITIONS ARE NOT COVERED BY THIS LIMITED WARRANTY:**

1. Faults or damage caused by installation error, improper maintenance, neglect, altering, tampering, or careless operation or handling of the products that are not in accordance with Katerra instructions or specifications, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party – whether performed by a contractor, service company, or yourself.
2. Damage caused by using cleaners not in compliance with cleaning recommendations.
3. Normal wear or tear due to the normal aging of the product, including parts that are expected to deteriorate over time. Katerra does not warrant that its tile will not scratch, chip, or show signs of wear. Gloss reduction, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear.
4. Abnormal wear and tear – such as damage caused by insufficient protection from pebbles, sand, and other abrasives – is not covered by this warranty.
5. Temporary marks on the products including but not limited to metal marks, fingerprints, smudges, or other temporary marks made by household items.
6. Products that the customer decides they do not like after installation due to color, styles, or other opinions based on personal preference.

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7. Cosmetic damage not reported in the first 48 hours after delivery. All products must be inspected before installation. Installation of products with visual defects or nonconformities apparent before installation voids this warranty.
  8. Damage incurred after delivery caused by children, animals, insects, plants, fungus, or bacteria.
  9. Sunlight, smoke, household cleaners, and other environmental conditions may also affect the color match over time. These variations are the nature of the material in relation to their environmental exposure and are not covered by this warranty.
  10. Costs associated with providing the customer tiles to replace original purchase based on expectations in physical appearance (color, shade, and/or surface appearance). Photographic color images may not be an exact product match. Product samples are representative only and may not be an exact match to supplied materials due to variations in batch manufacturing or naturally occurring stone. Supplied materials may have slight differences in color, shade, and/or surface appearance
  11. Force Majeure: Loss, damage, or injury caused in whole or in part by natural calamities or acts of God.
  12. Unless specifically stated otherwise, Kattera tile is only approved for residential floor or wall applications. This product is not approved for the following installation applications: ceilings, roofs, aircraft, watercraft, recreational vehicles, outdoors, indoor swimming pools, hot tubs, shower pans, grill tops, saunas, steam rooms, greenhouses, walk-in freezers or refrigeration units, or other extreme environments.
  13. Labor: This warranty is for material only. Kattera is not responsible for labor charges – including installation, removal, and reinstallation; or other incidental or consequential costs associated with surrounding material such as countertops, walls, ceilings, paint, cabinets, or flooring. The original purchaser may be covered by a separate workmanship or installation warranty from the general contractor or licensed professional who installed the product.
  14. Industrial/Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to light commercial applications – including multi-family apartment units, student housing, employee housing, hospitality guest rooms, and other similar installation applications only. Excluded from this limited warranty are industrial or heavy commercial operating environments and usage scenarios that significantly differ from normal residential usage patterns and operating conditions. Examples include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), professional kitchens & restaurants, food service, laundromats, hospitals, laboratories, and other high-volume, heavy-use, harsh or chemically caustic environments. If you have questions about the suitability of this product for your particular installation application, please contact your Kattera sales representative before purchase and installation.

Repair or replacement costs for any circumstances not covered by this warranty shall be borne by the customer.

This warranty is not in force until full payment has been received for the covered products.

Claims concerning shade, appearance, caliber, finish, or obvious defects must be communicated *before* the tile is installed.

Tile containing abrasives creates a rough surface, creating cleaning challenges because dirt and other contaminants lodge in the surface. Extra attention is necessary to ensure contaminants are removed promptly. Cleaning tile to remove contaminants is not covered by this warranty.

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Local building codes may dictate minimum tile performance specifications. Katterra does not warrant product installations that violate building codes.

Tile is subject to variation in technical specifications, including the dynamic coefficient of friction (DCOF), due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance.

Katterra reserves the right to alter designs, specifications, and materials without obligation to make similar changes to products previously manufactured. The repair or replacement under warranty is contingent upon the current product offerings, styles, and construction options within the Katterra products at the time of the warranty claim. If a warranty claim is filed after a Katterra product becomes obsolete (is no longer in production), Katterra reserves the right to honor the warranty in one of the following ways:

- To replace the affected component with a new component of the same style
- To replace the affected component and any other components in the installation application to achieve a uniform appearance with a similar and comparable product style of the originally purchased style

If components are replaced, Katterra cannot guarantee that the finish of these replacements will exactly match the finish and appearance of the other components in the installation application. This is due to the changes that occur during the products' natural aging process, affecting its color and/or grain, as well as inherent differences in paint, stain, and dye lots for products produced at different times.

Replacement product is warranted for the remaining portion of the original unit's warranty period. The original warranty period is not extended by repair or replacement activities.

This warranty is extended to the original purchaser or owner at the original installation location in the United States and is non-assignable and non-transferable.

Katterra's total liability or cost, for the life of this warranty, is limited to, and capped at, the original purchase price of the warranted product(s) – whether the claim is based on strict liability, negligence, breach of warranty or any other theory or cause of action.

#### **DISCLAIMER OF IMPLIED WARRANTIES**

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ARE DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KATERRA OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by

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jurisdiction.

**LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES**

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM KATERRA AND REPRESENTS THE SOLE REMEDY TO THE OWNER OF KATERRA PRODUCTS EXCEPT AS OTHERWISE REQUIRED BY LAW. KATERRA MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW. KATERRA DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

**WARRANTY CLAIMS**

To submit a warranty claim:

Web: [www.warranty.katerra.com](http://www.warranty.katerra.com)

Mail: Katerra Warranty Department  
9305 E Via de Venture, STE 200  
Scottsdale, AZ 85258

Product description and proof of purchase are required to support any warranty claim.