

EXTENDING THE LIFE OF EXTRACTED NATURAL RESOURCES

Flexisurf Sheet & Tile Warranty

Flexisurf sheet and tiles, herein referred to as Flexisurf material, as manufactured by Yemm & Hart and sold under its name is warranted by the manufacturer to the purchaser to be free from manufacturing defects in workmanship of material for a period of ten (10) years from the date of receipt by customer. The installation contractor shall warrant the installation to be free from defects for this same time period. The foregoing warranty is in lieu of and excludes all other warranties, not expressly set forth herein, whether expressed or implied, including but not limited to any implied warranties or merchantability or fitness of the material for a specific area. This warranty is subject to the following conditions:

1. The Flexisurf material has been installed in accordance with the manufacturer's written instructions.
2. The warranty is effective only with regard to the original sale of the Flexisurf material and not to any subsequent installation or use without the consent of the manufacturer.
3. The warranty shall not be applicable if the defect in the Flexisurf material has resulted from any failure or defect in the building or substructure to which the Flexisurf material is attached (including but not limited to setting, shifting, distorting, or movement of the walls or foundation of the structure), extraordinary wear and tear, passive or violent action of the elements (such as sunlight, lightening, hurricane, tornado, or hail), vandalism, misuse, neglect, or improper handling of the Flexisurf material before, during or after installation, or improper or insufficient ventilation of the building to which the Flexisurf material is attached.
4. The user or their agent, purchases the Flexisurf material for use in their building and owns the building or substructure to which the Flexisurf material is attached on the date that a claim is made under the warranty.

Subject to the above conditions, in the event that the Flexisurf material is found to be defective in workmanship within ten (10) years from the date of receipt by customer, the manufacturer, free of charge will exchange new Flexisurf material for defective Flexisurf material. This warranty is limited to the exchange, upon receipt by the manufacturer of the defective Flexisurf material, of new Flexisurf material, whether such claims are for breach of warranty or negligence. The manufacturer will not pay any removal or installation costs or any other labor costs associated with the exchange of the Flexisurf material, including return freight. At its sole option, the manufacturer in lieu of exchanging new Flexisurf material for defective Flexisurf material, may refund the customer the sales price received by the manufacturer, upon receipt by the manufacturer of the defective Flexisurf material.

The Flexisurf material is only warranted to be free from defects in workmanship as set out above. This warranty shall be the sole and exclusive remedy to the customer for the Flexisurf material. The manufacturer shall not be liable for incidental or consequential damages resulting from failure or defect in the Flexisurf material. No representative has the authority to make any affirmation of fact or promise which relates to the Flexisurf material except as stated herein.

Any claim under such warranties must be made during the applicable warranty period and shall be asserted by contacting: Yemm & Hart Ltd 1417 Madison 308 Marquand MO 63655 Tel: 573-783-5434 Fax 573-783-7544, Email: yemmhart at hughes dot net.

Please contact us if you need further information or help with a specific application.