

# Synthesis® Cabinetry Collection by Midmark: Limited Warranty

## SCOPE OF WARRANTY

Midmark Corporation warrants to the original purchaser its Midmark Modular cabinetry products (Synthesis cabinetry Collection) manufactured by Midmark to be free from defects in material and workmanship under normal interior use and service. Midmark's obligation under this warranty is limited to the repair or replacement, at Midmark's option, of the parts or the products the defects of which are reported to Midmark within the applicable warranty period and which upon examination by Midmark prove to be defective.

Note: If the Midmark Modular Cabinetry products are installed by Midmark, the above referenced warranty shall also include any labor performed, which has been authorized in writing in advance by Midmark, in connection with such repair or replacement during the applicable warranty period.

## APPLICABLE WARRANTY PERIOD

The applicable warranty period, measured from the date of delivery to the original user, shall be as follows:

- A. Ten years for all Midmark brand cabinetry products and components (except for the shorter periods in B and C), including door and drawer fronts and casters\*
- B. Three years for task lights
- C. One year for countertop surfaces and accessories

\*The new 10-year warranty will apply to original users who took delivery of the Midmark brand cabinetry products and components in question on or after January 1, 2023.

## SERVICE PERIOD

Ten years, with exceptions on discontinuation of colors, components and parts.

If a color is discontinued, Midmark will service it for the longer of 5-years or until supplies are no longer available, at which time a current color must be selected.

On components and parts: in the event of a discontinuation, Midmark will offer a comparable replacement component or part.

## EXCLUSIONS

This warranty does not cover sinks, faucets and plumbing accessories. Any warranties on these items are extended directly by the manufacturer of these items to the original purchaser. Information on these manufacturers' warranties will be enclosed with the applicable products. Also, Midmark will furnish copies of any warranties extended by any such manufacturers upon request.

This warranty does not cover and Midmark shall not be liable for: (1) repairs and replacements required because of misuse, abuse, negligence, alteration, accident, freight damage or tampering; (2) matching of color, grain or texture except to commercially acceptable standards; (3) changes in color caused by natural or artificial light; (4) products which are not installed, used or properly cleaned as required in Midmark's written Installation Manual; (5) specially manufactured products; (6) products considered to be of a consumable nature such as light bulbs and surge suppression products; (7) accessories or parts not manufactured by Midmark; (8) charges by anyone (including Midmark's authorized dealers) for adjustments, repairs, replacement parts, installation or other work performed upon or in connection with such products which is not expressly authorized in writing in advance by Midmark.

## EXCLUSIVE REMEDY

Midmark's only obligation under this warranty is the repair or replacement of defective parts. Midmark shall not be liable for any direct, special, indirect, incidental, exemplary or consequential damages or delay.

## NO AUTHORIZATION

No person or firm is authorized to create for Midmark any other obligation or liability in connection with the products.

THIS WARRANTY IS MIDMARK'S ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. MIDMARK MAKES NO IMPLIED WARRANTIES OF ANY KIND INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.

Warranty information included in product manuals