# Jim Bishop Cabinets, Inc One-Year, Two-Year and Limited Lifetime Warranties Version Number 2015-01

#### **One-Year Basic Warranty**

All cabinets and accessories manufactured and sold by Jim Bishop Cabinets, Inc. are warranted to be free from defects in materials and workmanship for a period of one year from the date of shipment, subject to the limitations provided below.

#### **Two-Year Basic Warranty**

Cabinets and accessories manufactured and sold by Jim Bishop Cabinets, Inc. as part of the Essentials, Design Elements, Full Access, or Harmony collections are warranted to be free from defects in materials and workmanship for a period of two years from the date of shipment, only in the case of normal use of such cabinets in a single-family, non-rental, non-commercial residence, and subject to the further limitations provided below.

#### **Limited Lifetime Warranty**

Subject to the limitations provided below, the drawer slides, the hinges and the cabinet box manufactured and sold by Jim Bishop Cabinets, Inc. as part of the Essentials, Design Elements, Full Access, or Harmony collections, come with a non-transferable lifetime warranty (to the original consumer purchaser of the cabinets). The Limited Lifetime Warranty only applies in the case of normal use of such cabinets in a single-family, non-rental, non-commercial residence. In addition, in order for our Limited Lifetime Warranty to apply, a completed warranty card must be received by Jim Bishop Cabinets, Inc., postmarked and sent certified mail return receipt requested within 120 days of the ship date of the cabinets from Jim Bishop Cabinets, Inc., A warranty card should be attached. If you do not have a copy of our warranty card, please contact your Jim Bishop Cabinets, Inc. dealer.

The limited lifetime warranty covers the following items:

#### Drawer Slides

The structure of the drawer box and its overall ability to store items is warranted to remain suitable for the storage of items found in kitchen and bathroom drawers.

While the drawer slides will loosen or tighten over time, the slides are designed to allow an average person to open the drawers with a reasonable amount of effort. Drawer slides which cause an average person to jerk or snatch the drawer in order to open or close the drawer may be suitable for replacement or adjustment, at our discretion.

The Kitchen Cabinet Manufacturer's Association rates the drawers of cabinets capable of holding 15 lbs. per square foot, evenly distributed within the drawer box. Loading the drawers with items which weigh more than 15 lbs. Per square foot will not be covered by this warranty. The manufacturer of the drawer slides dynamically rates them at 100lbs.. Both the lbs. Per square foot rating and the drawer slide rating will be considered by us in determining if this warranty applies.

### **Hinges**

The hinges on our cabinet doors may loosen or tighten over time, but they are designed to allow the owner to open and close the doors with a reasonable amount of effort. Hinges which cause an average person to jerk or snatch in order to open or close a cabinet door may be suitable for replacement or adjustment, at our discretion. Doors which undergo warpage over time may cause hinges to bind. In such stances, this is not covered by warranty beyond the one or two years of the basic warranty, as may be applicable.

#### Cabinet Box

The structure of the cabinet box (or case) and its overall ability to store items is warranted to be suitable for the storage of items normally found in kitchen and bath cabinetry. This portion of the warranty refers solely to the box (or case) and does not apply to doors, drawer fronts, shelves, accessories or optional enhancements.

The following are expressly excluded from our Limited Lifetime Warranty - there are no warranties for any of the following beyond the one or two year basic warranty as may be applicable to your cabinetry:

<u>General Cosmetics</u> - No cosmetic aspects of any of our products are warranted beyond the basic one or two year warranty applicable to the cabinetry. As used herein, the term "cosmetics" shall mean the manner in which a given product or part appears to the senses of sight, sound, touch, smell or taste.

<u>Cabinet Finishes</u> - Even under the best of care, cabinet finishes, including vinyl and printed finishes, will naturally deteriorate over time and as a result of normal use. Cabinet finishes will also change color over time. We do not warrant any aspect of cabinet finishes beyond the basic one or two year warranty applicable to the cabinetry. (Please see the Customer Disclaimers section of our Specifications Booklet.)

<u>Wood Characteristics</u> - Inherent aging characteristics of wood, such as splits, checks, warpage, shrinking rotting, are not warranted beyond our basic one or two year warranty.

<u>Laminated Materials</u> - Laminated materials, or materials which have been bonded together to form a particular component, are not warranted against delamination, or the separation of one layer of material from another beyond our basic one or two year warranty, unless the delamination threatens the structural integrity of the cabinet box or case.

#### Notices

All notices required to be sent in conjunction with the performance of any of our warranties, including but not limited to your completed warranty card, should be mailed certified mail return receipt requested to the following address:

Jim Bishop Cabinets, Inc. 5640 Bell Road Montgomery, AL 36116 Attention: President

### **Ratings Subject to Change**

All ratings herein stated are subject to change without notice.

#### **General Limitations of our Warranties**

The limitations in this section are applicable under all circumstances to our one-year warranties, two-year warranties and limited lifetime warranties. There are no warranties that extend beyond the warranty descriptions contained in this warranty booklet. Our warranties only apply in the normal interior use of our cabinets in areas with regulated heating and cooling. Our warranties are conditioned on your proper handling of the cabinets. Our warranties are not applicable if there is any evidence of abuse, misuse, abnormal wear and tear, moisture or heat related damage, improper storage of items, improper installation of the cabinetry or of any items attached to the cabinetry, or failure to properly care for the cabinets. (Please see the Cabinet Care section of our Specifications Booklet.)

Examples of abnormal wear and tear or abuse which would exclude the cabinets from our warranty include but are not limited to the following:

- \*Variations and changes in finish colors due to exposure to sunlight.
- \*Heat damage to cabinets in contact with or near ovens when the self-cleaning cycle is used.
- \*Damage to cabinets which results from exposure to water, including steam.
- \*Chips in painted or base coated finishes near knobs or pulls, as they typically result from contact with fingernails.

Sizes specified for cabinets, accessories and parts are subject to variations within certain tolerance. Because of tolerance stacks and the tendency of wood to expand or contract with changes in humidity and temperature, sizes may vary up to 1/4" from the sizes specified in our sales literature.

Inherent in the design of inset cabinetry is the possibility that the doors and the drawer fronts in such cabinetry may become difficult or impossible to open or close due to the expansion or contraction of the wood. Therefore, the shrinking and/or swelling of doors and drawer fronts of our inset cabinetry is expressly excluded from any of our warranties, express or implied, including in this exclusion any and all warranties for fitness for a particular purpose or merchantability.

Crackled finishes are very sensitive to contact with detergent and/or water. Accordingly, we do not warrant any aspect of the finish on our crackle finish cabinetry and specifically exclude the finishes on this cabinetry from any of our warranties. The finish of cabinetry with a crackle finish is sold "AS IS," without any warranty, express or implied, including in this exclusion any and all warranties for of fitness for a particular purpose or merchantability.

The Kitchen Cabinet Manufacturers' Association rates our shelves to 15 lbs per square foot, distributed evenly upon the shelf. Because we cannot control how shelves will be loaded, we do not warrant our shelves or the shelf clips against shelf sag or failure. If a shelf begins to sag, the load should be lightened. Heavier objects should be moved away from the center of shelves, where sag is most likely to occur. The bottoms of full access cabinets are similar to shelves and are not warranted against sagging. Unless limited by applicable state laws, we are not responsible or liable for incidental or consequential damages you may suffer as a result of shelf sag or failure.

Jim Bishop Cabinets, inc. does not warrant our products against the effects of normal wear and tear or against the effects of acts of God.

Our Warranty is applicable only if Jim Bishop Cabinets, Inc. has been paid in full for the cabinets and accessories.

## **How We Remedy Warranty Claims**

You must notify Jim Bishop Cabinets, Inc. of any warranty claim. If after we or our representative inspect the cabinets and accessories, a defect covered by warranty is found, we will, at our discretion, either replace or repair our defective cabinet, our defective accessory or the defective parts. Only the actual defective components will be repaired or replaced. Such repair or replacement of the defective cabinet or defective accessory at the discretion of Jim Bishop Cabinets, Inc. is the sole remedy available to you with respect to any warranty claim.

Our warranties are for our parts, cabinets, and/or accessories, shipped to the original point of delivery. Our warranties exclude labor for the disassembly or reinstallation of the defective cabinet, part or accessory, and also exclude any other expenses which may be incurred as a result of making said replacement or repair, such as removal or replacement of countertops, plumbing fixtures or appliances or for painting, tile work or the like.

Because of changing technology and fashion, we cannot guarantee that replacements will be exact duplicates of the defective item(s). In cases where an item to be replaced have been discontinued, we will use as a replacement such item which we then manufacture or carry that we determine is closest to the item to be replaced.

Please be advised that we update and change door styles, finish colors, hinges, drawer slides, etc. on a regular basis. The cabinets which you select or the color or finish you select may be discontinued at any time. The replacement cabinets or accessories may differ or vary from the cabinets or accessories replaced. Only the defective components or accessory will be replaced. All components or accessories other than those repaired or replaced will remain as is.

# LIMITATION OF IMPLIED WARRANTY/INCIDENTAL AND CONSEQUENTIAL DAMAGE

ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF YOUR BASIC WARRANTY OF ONE-YEAR OR TWO- YEARS, AS MAY BE APPLICABLE. WITH RESPECT TO DEFECTIVE CABINETS OR ACCESSORIES COVERED BY ANY WARRANTY HEREUNDER, EXPRESS OR IMPLIED, JIM BISHOP CABINETS, INC.'S SOLE RESPONSIBILITY IS REPAIR OR REPLACEMENT, AT OUR DISCRETION. JIM BISHOP CABINETS INC. SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF ANY WRITTEN WARRANTY CONTAINED HEREIN OR ANY IMPLIED WARRANTY.

ANY SHRINKING OR SWELLING OF THE DOORS AND DRAWER FRONTS OF OUR INSET CABINETRY IS NOT COVERED BY AND IS EXPRESSLY EXCLUDED FROM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IN EXCLUDED WARRANTIES, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

ANY ASPECT OF THE FINISHES ON OUR CRACKLE FINISH CABINETRY IS SOLD "AS IS" WITH-OUT ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING IN THE EXCLUDED WARRANTIES, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

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•	Cabinets, Inc Limited Lifetime Warranty Card
Dealer Name:	Jim Bishop Cabinets Order#
Homeowner Name:	Date Cabinets Received:_
Iomeowner Address:	
Home Phone: ( )	
Cabinet Style:	Cabinet Finish:

In order for the Limited Lifetime Warranty to apply, this card must be completed on the front and rear, detached and sent via certified mail return receipt requested to: Jim Bishop Cabinets, Inc, 5640 Bell Rd Montgomery, AL 36116

This warranty gives you specific legal rights and you may also have other rights which vary from state to state. For instance, some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so one or more of the above limitations or exclusions may not apply to you.

Jim Bishop Cabinets, Inc. does not assume responsibility for any undertaking, representation or warranty made by any retail seller, its agents, salespersons, representatives, employees, or any other person. This warranty represents the entire warranty of Jim Bishop Cabinets, Inc. and may not be altered verbally.

The failure of Jim Bishop Cabinets, Inc. on one or more instances to insist upon the performance by any person seeking enforcement of any warranty of any of the requirements of such warranty as set forth herein shall not be construed as a waiver of any such requirement, but such requirement shall remain in full force and effect as if no such failure or waiver had occurred.

Should any of portion of the provisions of this document pertaining to this warranty be void or voidable under applicable federal or state law, such portion of the provisions hereof which is void or voidable shall be severed herefrom and the remaining provisions contained herein shall be unaffected thereby and shall remain in full force and effect.

This warranty is limited solely to work performed and material supplied by Jim Bishop Cabinets, Inc.. It excludes any work or materials supplied by any dealer or any person other than Jim Bishop Cabinets, Inc.

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I have read and understand the terms of the warranties described in the warranty booklet version number 2014-01. I have also read and understand the Customer Disclaimers and Cabinet Care sections of the Jim Bishop Cabinets Specifications Booklet.

By signing below, I acknowledge the terms and conditions set forth in the warranty booklet and agree to the terms forth in the warranty booklet, and acknowledge my clear understanding of my obligation to properly care for my cabinets.

Signature:	Printed Name:	

Date:

This card must be mailed to Jim Bishop Cabinets, Inc by certified mail within 120 days of the ship date of the cabinets from Jim Bishop Cabinets, Inc. The postmark on the envelope will serve as proof of the mailing date.