

## **RESIDENTIAL LIFETIME LIMITED WARRANTY**

M S International, Inc (MSI) warrants to the original purchaser of Arterra pavers covered under this warranty that the surface of Arterra pavers will resist permanent staining and fading, subject to your full compliance with the care and maintenance procedures found below and on our website, [www.msisurfaces.com](http://www.msisurfaces.com).

If, within the warranted period permanent staining or fading is observed that cannot be removed or rectified using recommended methods by a certified landscape/surfaces professional, MSI will, at its sole discretion, repair, replace, or remedy the material that is defective. The decision to repair, replace, or remedy is MSI's sole discretion and MSI does not guarantee an exact color match of the replacement material.

If the product fails to perform as stated in the warranty, MSI reserves the right to have the product inspected by an MSI-commissioned inspector. Should the product be determined defective, MSI reserves the right to repair, replace, or remedy the defective area with the same color, design, and grade product, if available. If the product is unavailable or discontinued, MSI reserves the right to select and supply similar material. Product costs will be covered for the length of the warranty. Warranty coverage for the replacement is limited to the remaining portion of the original warranty and covers only the product cost, FOB MSI facility. Any additional claims for loss of profit, incidental losses, installation, or removal costs due to defective product will not be considered. Failure to follow these procedures may void some or all of the warranty. This limited warranty is non-transferable and extends only to the original end purchaser who continues to reside in the place of original installation. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation and exclusion may not apply. MSI disclaims any and all other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

MSI's liability under any theory of liability (whether contract, tort, strict liability, or otherwise) shall be limited to the remedies provided herein. Buyer acknowledges and agrees that the foregoing conditions and limitations are an essential basis for Buyer's agreement with MSI. Any suit or other legal action that the Buyer may bring against MSI arising out of the sale of this tile must be filed within 14 days from the date of MSI's alleged breach and shall be subject to California law and venue in Orange County, CA. Buyer's failure to file within this stipulated period shall be deemed a waiver and time bar for any and all claims against MSI.

## **WARRANTY EXCLUSIONS**

- Warranty is provided to the original purchaser who continues to reside in the same residence where the Arterra Pavers were originally installed. Warranty is not transferable.
- Use in non-single-household application, which includes but is not limited to use in rentals, multi-family common areas, stores, offices, commercial settings or any other non-single-household use.
- Improper use or abuse including but not limited to damage from mishandling of the product, or damage from physical abuse or chemical exposure to the product (including but not limited to chlorine, landscape treatments/residues/byproducts, etc.) and damages from improper care and maintenance.
- Spots or blemishes on mono colors smaller than a U.S. ten (10) cent coin and on multi-colored materials smaller than a U.S. quarter (25) cent coin.
- Levels of spots, blemishes, and variations are inherent in the manufacturing process.
- Acts of God, acts of vandalism, oil, grease, chemicals, markings from vehicles, equipment, landscape, or any other sources.
- Coatings void warranty, unless commissioned by MSI and warranted in writing from MSI Corporate Office.
- Closeout material is excluded from warranty. All warranty claims must be accompanied by proof of purchase and full payment of the material.

## **CARE & MAINTENANCE PROCEDURES**

- Clean off debris, oil, grease, chemicals, or staining agents immediately with soap and water upon exposure.
- Most stains can be easily removed by spraying water and lightly brushing.
- For more stubborn stains, use mild household cleaners or a porcelain tile cleaner.
- If using pressure washer, it is recommend to pressure wash at 1600 psi or less to avoid degradation of jointing material.
- Do not allow debris, standing moisture to accumulate on or around the product.

## **COMMERCIAL 10 YEAR LIMITED WARRANTY**

M S International, Inc (MSI) warrants to the original purchaser of Arterra pavers covered under this warranty that the surface of Arterra pavers will resist permanent staining and fading, subject to your full compliance with the care and maintenance procedures found below and on our website, [www.msisurfaces.com](http://www.msisurfaces.com).

If, within the warranted period permanent staining or fading is observed that cannot be removed or rectified using recommended methods by a certified landscape/surfaces professional, MSI will, at its sole discretion, repair, replace, or remedy the material that is defective. The decision to repair, replace, or remedy is MSI's sole discretion and MSI does not guarantee an exact color match of the replacement material.

If the product fails to perform as stated in the warranty, MSI reserves the right to have the product inspected by an MSI-commissioned inspector. Should the product be determined defective, MSI reserves the right to repair, replace, or remedy the defective area with the same color, design, and grade product, if available. If the product is unavailable or discontinued, MSI reserves the right to select and supply similar material. Product costs will be covered for the length of the warranty. Warranty coverage for the replacement is limited to the remaining portion of the original warranty and covers only the product cost, FOB MSI facility. Any additional claims for loss of profit, incidental losses, installation, or removal costs due to defective product will not be considered. Failure to follow these procedures may void some or all of the warranty. This limited warranty is non-transferable and extends only to the original end purchaser who continues to commercially operate in the place of original installation. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation and exclusion may not apply. MSI disclaims any and all other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

MSI's liability under any theory of liability (whether contract, tort, strict liability, or otherwise) shall be limited to the remedies provided herein. Buyer acknowledges and agrees that the foregoing conditions and limitations are an essential basis for Buyer's agreement with MSI. Any suit or other legal action that the Buyer may bring against MSI arising out of the sale of this tile must be filed within 14 days from the date of MSI's alleged breach and shall be subject to California law and venue in Orange County, CA. Buyer's failure to file within this stipulated period shall be deemed a waiver and time bar for any and all claims against MSI.

## **WARRANTY EXCLUSIONS**

- Warranty is provided to the original owner and purchaser who continues to commercially operate in the same place where the Arterra Pavers were originally installed. Warranty is not transferable.
- Improper use or abuse including but not limited to damage from mishandling of the product, or damage from physical abuse or chemical exposure to the product (including but not limited to chlorine, landscape treatments/residues/byproducts, etc.) and damages from improper care and maintenance.
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