

Jim Bishop Cabinets, Inc
Limited Lifetime Warranty
Version Number 2018-01

Cabinets and accessories manufactured on or after January 1, 2018 and sold by Jim Bishop Cabinets, Inc. as part of the Essentials, Design Elements or Harmony collections are warranted to the original homeowner purchaser to be free from defects in materials and workmanship for as long as said original homeowner purchaser lives in the home, in which the cabinets and accessories were installed, subject to the limitations and exclusions provided below (hereinafter, "the Warranty").

Warranty Limitations

The limitations in this section are applicable under all circumstances. There are no warranties that extend beyond the warranty descriptions contained in this warranty booklet.

For the Warranty to apply, cabinets and accessories must be installed properly with the correct number of fasteners in an indoor, climate controlled environment in a single-family, non-rental, non-commercial residence belonging to the original homeowner purchaser (hereinafter "the Home").

For the Warranty to apply, the original homeowner purchaser must have owned the cabinets and/or accessories within six months of the date on which the cabinets and/or accessories were shipped from the Jim Bishop Cabinets, Inc. manufacturing facility.

The Warranty is applicable only if Jim Bishop Cabinets, Inc. has been paid in full for all cabinets and/or accessories that are the subject of a warranty claim.

For dents, scratches, and chipped finishes that might be the result of shipping damage on Jim Bishop Cabinets, Inc. trucks, as well as missing components within cabinets, the Warranty is limited to thirty days, from the date on which the cabinets and/or accessories were shipped from the Jim Bishop Cabinets, Inc. manufacturing facility.

The warranty is limited to two years from the date on which the cabinetry and/or accessories were shipped from the Jim Bishop Cabinets, Inc. manufacturing facility for the following items discussed in paragraphs numbered 1-4:

1. Electrical and Mechanical Accessories - The warranty for mechanical and electrical accessories, whether sold loose or installed in cabinets is limited to two years.
2. Laminated Materials - Laminated materials, or materials which have been bonded together to form a particular component, such as thermofoil doors are warranted against delamination, or the separation of one layer of material from another from another layer of material for two years if the delamination does not threaten the structural integrity of the cabinet box or drawer box. If the structural integrity of a cabinet box or drawer box is compromised as a result of delamination, the limited lifetime warranty applies.
3. Wood Characteristics - The Warranty for inherent aging characteristics of wood, such as splits, checks, warpage, and rotting is limited to two years.
4. Cabinet Finishes - 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, due in part to both natural and artificial light. The Warranty for cabinet finishes is limited to two years.

Warranty Exclusions

Jim Bishop Cabinets, Inc. does not warrant any products against the effects of normal wear and tear or against the effects of acts of God and the Warranty does not apply to such. Additionally, the Warranty does not apply 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 extreme 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 and wet mopping.
- *Chips in painted or base coated finishes near knobs or pulls, as they typically result from contact with fingernails.

Additional conditions excluded from the Warranty include the following conditions discussed in paragraphs numbered 1-8:

1. Tolerances - 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.
2. Load ratings - Our cabinetry, shelves and drawers are both tested and warranted to load ratings established by the National Kitchen Cabinet Manufacturers' Association. Cabinetry, shelves and drawers loaded beyond those ratings are not warranted. Such ratings are subject to change without notice.
3. Unfinished Cabinetry - Unfinished cabinetry is sold without a warranty.
4. Expansion and contraction within Inset Cabinetry - Inherent in the design of inset cabinetry is the possibility that the doors and the drawer fronts 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 the Warranty and any implied warranty, including any and all warranties for fitness for a particular purpose or merchantability.
5. Wood Color Variation - Because Jim Bishop Cabinets, Inc. uses natural grades of wood, wood colors will vary considerably and will often be noticeable even after finish is applied.

6. Expansion and Contraction of Wood - Because wood is a hygroscopic material, it will constantly adjust to variations in relative humidity. Extreme humidity can cause parts to swell, which among other things, can cause variations in thickness of staves of wood center panels, resulting in visible lines at stave joints. Drier conditions can cause parts to shrink, which can cause unfinished sections of the sides of wood center panels to become visible. These conditions may even occur while in transit from our facility to the dealership. If wood center panel issues are of concern to you, please inquire about our veneer center panels.
7. Joints and Seams - Seams will often be visible on face frames and 5-piece doors and drawer fronts, especially when painted or base coated.
8. Painted and Base Coated Finishes - Opaque finishes, such as paints and base coats, differ from stains in that they are formulated to sit on top of the wood instead of penetrating into the wood. As such, when these finishes are stressed they are more likely to chip, exposing bare wood beneath.

How We Remedy Warranty Claims

You must notify your original Jim Bishop Cabinets, Inc. dealer of any potential warranty claims. 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 has 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.

Notices

All notices required to be sent in conjunction with the performance of any of our warranties should be mailed certified mail return receipt requested to the following address:

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

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 THE WARRANTY WITH ALL APPLICABLE LIMITATIONS AND EXCLUSIONS. 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.

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.