

# STARMARK CABINETRY'S WARRANTY FOR CABINETS PURCHASED PRIOR TO 1997.

Subject to the exceptions, disclaimers, limitations and other terms and conditions contained in this Warranty, StarMark, Inc. ("StarMark") warrants to the original purchaser at retail as follows 1) all tinted varnish finishes shown in the StarMark Custom Collection catalog are covered by this Limited Warranty against defective material or workmanship for a period of one (1) year from the date of shipment to the original purchaser and all other products are covered by this Limited Warranty against defective material or workmanship for a period of five (5) years from the date of shipment to the original purchaser at retail. This warranty covers only the original purchaser at retail and is not transferable.

As the original purchaser at retail's sole and exclusive remedy, any such StarMark product found to be defective as a result of faulty manufacturing will be replaced in whole parts thereof, but no labor costs shall be allowed.

This Warranty does not cover defect or damage not primarily and directly caused by StarMark's design or manufacture, including intentional act; unreasonable use; accident; negligence; faulty or improper installation; or failure to provide reasonable and necessary maintenance. StarMark shall not be liable for any delay or failure in delivery or shipment of products or for any damages suffered by reason of such or failure when such delay or failure is due to fire, flood, war, riots, accidents, embargoes, labor stoppages, inadequate transportation facilities, shortages of materials or supplies regulated by government authority, inability to obtain suitable or sufficient labor or raw materials or other causes beyond StarMark's control.

StarMark cabinets are not intended for exterior applications or commercial use, and this Warranty does not apply to any cabinets so used. The finish and color of StarMark cabinets may change during the life of the cabinets, depending upon use, exposure to sunlight and other factors. The change in color is a natural part of the aging process and is not considered a defect or damage. The finish may deteriorate if not cared for in accordance with StarMark's instructions and is not considered a defect or damage. Tinted varnish is a solid color coating of catalyzed varnish. These finishes are susceptible to wear and tear from normal residential use. Solid color finishes intensify nicks, chips, dents and rub throughs, especially on sharp corners and edges.

Date of purchase

---

\* Order number

---

Dealer Name

---

Door style

---

Wood specie

---

Finish

---

Consequently, this warranty does not cover any of the foregoing finish defects, or any other defects which are not the result of defective material or workmanship.

All claims and other communications under the above warranties must be made in writing to the original authorized retail dealer or to StarMark Cabinetry at 600 East 48th St. North, Sioux Falls, SD 57104, within ninety (90) days after the date the defect is first discovered or reasonably could have been discovered. The claim must contain a brief description of the damage or defect and the date of purchase. Your dealer or StarMark will reply within a reasonable period of time after receipt of the claim. For a claim to be honored, the claimant must provide information and evidence reasonably required by your dealer or StarMark and, if requested, must permit inspection of the damaged or defective product within a reasonable period of time after the claim is made.

This Warranty is the only express warranty provided by StarMark. No employee, representative or agent of StarMark nor any other person has authority to assume or incur on behalf of StarMark any liability, obligation or responsibility in place of or in addition to this Warranty. In no event shall the creation of any implied warranty of merchantability or fitness for a particular purpose be longer than the applicable period under this warranty. Some states do not permit any limitation on the length of an implied warrant, and therefore the immediately preceding sentence may not apply. In no event shall StarMark be liable or obligated for consequential, incidental, special, indirect or punitive damages of any kind. Some states do not allow exclusion or limitation of incidental or consequential damages, and therefore some or all of the immediately preceding sentence may not apply. This Warranty provides specific legal rights, and other rights, which vary from state to state, may be available.



\* We record the order number on a label affixed to the back of the drawer. See the image above. In this example, the order number is 111111. The label is visible when you remove the drawer from the cabinet.