

SEAGULL CABINETS INC.

LIMITED WARRANTY & DOCUMENTATION

Warranty Coverage

Seagull Cabinets ("Seagull") extends the following limited warranty to the first Residential Purchaser ("Purchaser") of a cabinet sold by Seagull or an authorized dealer. For information on Authorized Dealers please contact Seagull at the address listed below. This Limited Warranty is only applicable to Products sold to the first Residential Purchaser and used under normal residential applications. and will only apply if proper upkeep and maintenance is performed as described in the Care and Maintenance Information sheet. This warranty may not be assigned or transferred to any party other than the first Residential Purchaser.

A Residential Purchaser, under this warranty, means any of the following: a person who purchases the Product and installs or has it installed in a dwelling that is owned and used by that person as a primary or secondary home; any person or business such as a builder, contractor or developer that purchases and installs the Product in a newly constructed or remodelled dwelling that will be used by the initial purchaser or owner of that dwelling as a primary or secondary home. In this situation, the Limited Warranty may be assigned to the initial owner/purchaser who uses the dwelling as a primary or secondary home.

Seagull Cabinets warrants to the Purchaser that all cabinets purchased from Seagull will be free from all unnatural defects in material and workmanship in accordance with the Seagull Quality Standards sheet under normal residential use for a period of 5 years, except where products have a painted finish the period shall be 2 years. This warranty begins on the date of delivery to the Residential Purchaser or to the authorized dealer from which the Product was purchased, whichever comes first and as noted on the shippers Proof of Delivery.

Exclusions and Limitations

This warranty supersedes all previous warranties issued by Seagull Cabinets and constitutes the exclusive remedy against Seagull for all defects, damages, and workmanship. There are no implied warranties extending beyond the terms of this warranty. Seagull shall not be liable for any indirect, special, punitive, incidental, or consequential costs, expenses, or damages.

This warranty shall become void if the cabinets or any part thereof including hardware, are modified from its original form, improperly installed or damaged prior to or during installation, or used in any way other than for residential applications. This warranty does not cover any products used or installed in connection with cabinets such as: appliances, countertops, or fixtures. This warranty does not apply to Products installed outdoors or in any locations that do not maintain year-round environmental controls, including Products installed before environmental controls

are in place and/or functioning at the time of installation. This warranty does not apply to damages caused by transportation, storage, dirt, chemicals, exposure to moisture, humidity, or excessive heat or cold. This warranty does not cover defects caused by normal wear and tear, misuse, neglect, accidents, alterations, vandalism, improper use, or failure to follow instructions laid out in the Care and Maintenance Information sheet, nor does it cover defects caused by the settling of the building or acts of God. Mitred joints in trim pieces are not covered under this warranty.

Adjustments of hinges, glides, and accessories, as well as re-caulking are all considered routine maintenance and are not covered under this warranty.

No dealer, distributor, installer, retailer, agent, or employee of Seagull has the authority to alter the obligations or limitations in this warranty.

Quality Standards

This warranty covers all damages and unnatural defects that are deemed as such under the current Seagull Quality Standards sheet and are not covered under the exclusions and limitations listed above. The current Seagull Quality Standards sheet is available on the Seagull website and should be reviewed at each time a warranty claim is being considered. Seagull reserves the right to change or modify the Seagull Quality Standards sheet at any time without notice.

Disclaimers

The following is a summary of the characteristics of wood and finishes that are part of the cabinets provided by Seagull. These characteristics should be considered before purchasing these cabinets as Seagull will be not held responsible for these variations in your cabinets. It is important to note that most defective claims on wood products are a result of environmental conditions such as excess levels of, or changes in moisture and humidity. It is recommended that these levels be tested prior to installation.

Wood is a product of nature, and since no two trees are alike, cabinets may vary in color, texture, and grain. Wood characteristics naturally occurring such as variations in color, grain, mineral streaks, pinholes, and knots are not considered defects. Color variations in cabinets are also a natural occurrence due to species, age, character of cabinets, and exposure to UV light and sunlight. For these reasons, new and/or replacement cabinets may not match display samples and/or existing cabinets. This may result in overall color variations but is not considered a defect.

Wood by nature will undergo expansion and contraction movements year after year as it compensates and adjusts to ever changing atmospheric humidity and temperature conditions. It is very common for center panels on doors to shrink, expand or move during these transitions. Typically, the panel will return to its

normal position within a year once it has adjusted to seasonal changes. It is for these same reasons that it is very common for doors to warp during these periods. Doors that are warped up to 1/4" are not considered defective. Note: It is advisable to check if the door was properly installed, since doors that appear warped are very often the result of improper installation and hinges may need to be adjusted.

Birch is a non-porous, smooth grained wood. Additionally, wood by nature undergoes periods of expansion and contraction while it adjusts to atmospheric conditions mentioned above. As such, finish stress lines may become visible on painted cabinets especially at the joints. Any such occurrence is not considered a defect.

Stained surfaces are meant to show the natural beauty of wood grain. Wood is a natural product and therefore will have natural imperfections and knots. Natural imperfections and knots in any stained surface shall not be considered a defect.

Performance

If a defect does occur within the terms and conditions of this warranty such defective part will be repaired or replaced by Seagull at its sole discretion. Seagull will not provide or pay for the cost of removal of defective product, transportation of defective, repaired or replaced product or installation of repaired or replaced product. Seagull will not be responsible for any shipping damages to the defective, replaced or repaired product. If defective item has been discontinued or is not available at the time, Seagull reserves the right to replace the item with the most similar item available in Seagull's inventory at that time. Seagull cannot guarantee that the finish of any replacement will exactly match the finish and appearance of the defective item due to the natural aging process of the wood and finishes of the cabinets. Seagull may require at its discretion that the customer submit a clear photo, or that a company representative view the item being claimed before honoring this warranty.

In a situation where Seagull completed the installation of the cabinets, Seagull will provide the labour to replace the items deemed to be covered under this warranty.

Claims

To submit a claim covered under this warranty, the original proof of purchase and full payment or copies thereof must be provided. Please email all documents to orders@seagullcabinets.com . Your dealer will contact you once your claim has been reviewed. Please do not send back any items to Seagull or any dealer prior to receiving proper authorization from Seagull. Seagull takes no responsibility on any items sent back without proper return authorization.