



deslaurier
CUSTOM CABINETS

Certificate of Warranty



Deslaurier Custom Cabinets Inc. (Deslaurier) warrants to the original buyer that all cabinetry, excluding countertops, manufactured by Deslaurier (the “Warranted Goods”) shall be free from defects in workmanship and materials when employed in normal residential use and in accordance with the Wood Specifications, Cabinetry Care and Cleaning Procedures, and Countertop Care & Cleaning Procedures attached hereto as Schedule “A”, “B”, and “C” respectively (collectively, the “Prescribed Maintenance Instructions”). This warranty is only applicable to the original buyer and is not transferable or assignable to subsequent owners.

This warranty shall be valid for a period of 20 years commencing on the date of installation except with respect to components, doors, and countertops forming part of the Warranted Goods but that are not manufactured by Deslaurier (“Excluded Components”). Excluded Components are not warranted by Deslaurier, and will be covered only by the express warranty, if any, of the manufacturers thereof. Deslaurier makes no representation, warranty, condition, or guarantee of any kind with respect to any Excluded Components.

In the event that defects in material or workmanship are discovered during the applicable warranty period, Deslaurier will elect, in its sole discretion to either repair or replace the defective material(s). In the event that Deslaurier elects to replace the defective material(s), Deslaurier cannot guarantee that the colour and finish of the replacement material(s) will exactly match the colour and finish of the original component(s). This is due to the changes that occur in the woods’ natural aging process and the dye lots in paints and stains.

The obligation of Deslaurier to either repair or replace any defective material shall be subject to Deslaurier’s then current product offering (relating to styles, materials and construction, etc.) at the time of the warranty claim. Deslaurier shall have no obligation to repair or replace any product that has been discontinued or which, in Deslaurier’s sole discretion, acting reasonably, has become obsolete. In the event that a warranty claim is made with respect to a discontinued or obsolete product, Deslaurier reserves the right to remedy such claim as it sees fit.

This warranty covers only parts, materials, and labour of Warranted Goods supplied by Deslaurier to the buyer. This warranty expressly excludes:

- a. any flooring, tiles, sinks, countertops, appliances, plumbing fixtures, etc. including any labour in relation thereto, including without limitation, any labour to remove and reinstall related components such as appliances, sinks etc.;
- b. any damage and/or deterioration due to normal wear and tear to the Warranted Goods arising from normal residential use;

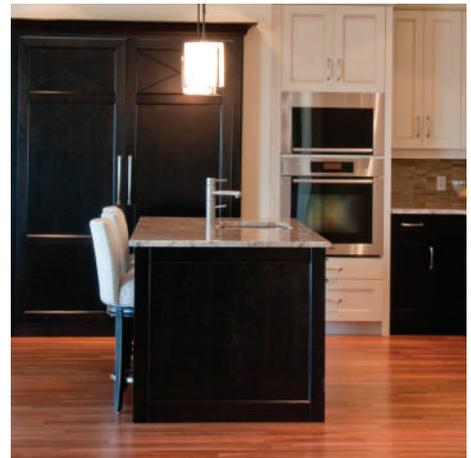
- c. any damage and/or defect attributed in whole or in part to the misuse, abuse or neglect of the Warranted Goods, including without limitation, any failure to use or maintain the Warranted Goods in accordance with the Prescribed Maintenance Instructions;
- d. any deterioration and/or damage to the Warranted Goods attributable to the elements, including but not limited to the exposure of sunlight, water, moisture, humidity, smoke, fire or household cleaners;
- e. any damage and/or defect attributable to any modification, alteration or correction of the Warranted Goods by any person not authorized by Deslaurier;
- f. any cracking due to humidity;
- g. natural defects, grain patterns or colour variations related to the natural characteristics of wood or wood fibers;
- h. any damage and/or defects caused in part or in whole by sub-trades not commissioned by Deslaurier;
- i. any Excluded Components; and
- j. any damage or defects discovered or reported after expiration of the warranty period.

For more information on the characteristics of wood and painted products please refer to the Wood Specifications Sheet attached hereto as Schedule "A". For more information on cabinetry care, countertop care and cleaning procedures, please refer to the care and cleaning procedures specification sheets attached hereto as Schedules "B" and "C". The obligations of Deslaurier under this Warranty are conditional upon:

1. the Warranted Goods being maintained in accordance with the Prescribed Maintenance Instructions;
2. the original buyer providing notice to Deslaurier within twenty (20) days of the buyer first becoming aware of any defect in the Warranted Goods; and
3. any and all amounts owing to Deslaurier by the buyer shall have been paid in full.

This warranty sets forth your sole and exclusive remedy as a warranty holder for any defects in workmanship or materials in any Warranted Goods. Except as expressly set out in this Warranty, Deslaurier makes no representation, warranty, condition, or guarantee, express, statutory or implied with respect to the Warranted Goods.

Schedule A: Wood Specifications



The infinite variety in colour, grain and texture is what gives wood its rich character and natural warmth. Along with the differences among varying wood species, even within the same species, no two trees are alike. Climate, light, rainfall and minerals in the soil all create diverse and unique grain and colour patterns in each piece of wood. It is impossible to guarantee that all pieces of wood within a kitchen will match in grain pattern and colour. We believe that this variety is what makes natural products so appealing. Due to all the variables and options available in choosing a wood species, the following guidelines have been prepared to assist you in selecting the right wood for the desired end result.

Bamboo, Amber — End Grain

Amber Bamboo has an amber/caramel tone which is present due to the baking process to draw out the natural sugars in the material. The end grain process leads to a tight, narrow grain pattern but colour variation is natural and cannot be controlled as it occurs naturally due the nature of the baking process. Bamboo is considered a green product due to the rapid growth cycle of this wood/grass species.

Bamboo, Natural — End Grain

Natural Bamboo has a white to pale yellow tone is the natural tone of wood species. The end grain process leads to a tight, narrow grain pattern but colour variation is natural and cannot be controlled as it occurs naturally in the harvested bamboo. Bamboo is considered a green product due to the rapid growth cycle of this wood/grass species.

Birch, Yellow

A white to pale yellowish closed grain wood, suitable for natural finish as well as light to dark stains. No red heartwood is allowed. Specific areas of grain pattern may be highlighted randomly with darker stains.

Cherry

Cherry may contain some sapwood on back face (white wood from the outer section of a log). Grain and colour are matched to form a reasonable blend. Exposure to light causes cherry to darken with age, revealing a deep reddish brown tone. Gum pockets (black pin holes) are a natural characteristic of cherry.

Hickory

Unlike most other wood species, hickory has a unique grain pattern and variety of colour tones all its own. Our hickory has some colour selection and no knots (pin knots are acceptable), it is still unique and has lots of character.

Knotty Pine

Knotty pine features random knots which may be as much as 3" in diameter. Small pin-sized knots will be found scattered on the face of the door. Knots will be found scattered throughout the kitchen, although not every door is guaranteed to have knots. Mineral streaks of any size can be found on the backs of the doors. Specific areas of grain pattern may be highlighted with darker stains.

Maple

Maple is a light brown to creamy tan wood with a subtle grain pattern and is suitable for natural finish as well as light to dark stains. Some mineral staining is acceptable. As with Birch, specific areas of grain pattern may be highlighted with darker stains, but to a lesser degree than Birch.

Red Oak

Red oak grain and colour are matched to form a reasonable blend. Defects such as knots and splits are removed. Character, such as burl and pin knots, is acceptable. Panel ribs are arranged to form a reasonable blend of grain matching and colour tones. Some mineral is acceptable.

Rustic Alder

Alder has a light base colour with yellow to peach hues. It features large open knots which are not filled adding to its natural beauty and rustic properties. The appearance and size of these knots cannot be controlled and we cannot guarantee that every door will have these knots present. Alder is one of the softer hardwoods which adds to its rustic properties over time.

Walnut and Plank Walnut

Walnut has heartwood that is a rich purplish-brown shade to a chocolate-brown tint, with the sapwood being nearly white. Our materials will tend to be more towards the "Black" walnut, so very little sap will be present but cannot be eliminated. The grain is very open and coarse but is uniform in look. When finished with a clear top coat it has a very rich velvety sheen. Plank effect on veneers maybe used to minimize colour variations.

White Oak, Rift Cut

Rift Cut White Oak will vary from a light straw colour to a much darker brown mixed with gray/greenish variations depending on the log that the material comes from. Veneer will have a tighter straight grain pattern to it, as rift sawing produces a very straight grain without shiny, wandering medullary ribbons or the shiny spots in the grain known as flakes. In solid, there could be some presence of rays and flakes along with pin knots as this is harder to control in a solid material.

Man-made Exotic Recon Veneers

Recon veneers are made from secondary wood sources such as Italian poplar and obeche and are sliced, dyed, layered and laminated in alternating layers and in specific ways in order to represent different exotic species.

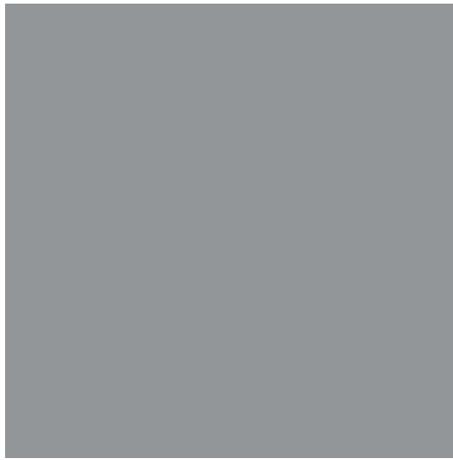
Recon veneers provide a consistency in grain pattern and colour but because they are actual wood fibers, they are natural in texture and appearance. Recon veneer will get much lighter in colour if it is exposed to sunlight.

Recon veneers are a renewable product and an environmentally friendly alternative to some of the rarer and more expensive exotic veneers.

Please note: *Direct sunlight should be avoided on all veneered surfaces as fading, bleaching, colour changes and damage to the surface coating may occur. As with any natural timber product, dyed products such as fabrics, colour will change over time when exposed to visible UV light.*

Changes in the humidity and or temperature in the environment may naturally alter the appearance of certain wood components. We highly recommend that in the case of new construction, all painting and heating/cooling systems be fully operational PRIOR to the cabinet installation. The recommended relative humidity level should be between 30 and 50%.

Schedule B: Cabinetry Care and Cleaning Procedures



Wood & MDF Cabinetry

Wood doors are designed for interior residential use in a climate controlled environment. Colour, grain characteristics, density and porosity variations occur in all genuine hardwood products. MDF is a smooth man made product of compressed fibers, is more stable than wood in terms of expansion and contraction and provides a very smooth surface for painting.

Cabinet Exteriors

Regular cleaning of wood doors should be done with a clean, damp cloth and dried immediately with a soft cloth. A mildly damp microfiber cloth works best for cleaning your cabinetry.

Soaps & Detergents: Do not use detergents, strong soaps, abrasives, or self polishing waxes on your cabinets. Avoid using cloths, which may contain remnants of these cleaners as they may leave streaks and shiny spots in the finish.

Moisture: Excess moisture is the worst enemy of any finish and substrate material. Dry off any water immediately with a dry, soft, cloth. Avoid exposure of doors and drawers to high heat. Avoid water splashing against and settling against the bottom of toe kicks, panels and gables as it will cause the particle core/ mdf material to swell.

Humidity: Indoor relative humidity should be between 30% and 50% and must be maintained at all times. As with any wood product, when humidity is too low, cracking and splitting may occur.

Cabinet Interiors

Regular cleaning of cabinet interiors should be done with a clean, damp cloth and dried immediately with a dry, soft cloth.

Thermofoil /Laminate/Melamine Cabinets

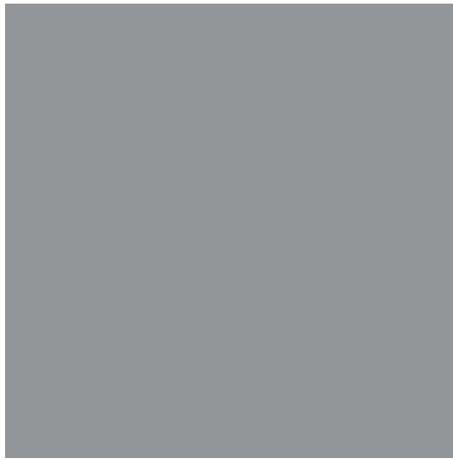
Regular cleaning of doors should be done with a mild soap and water solution and dried immediately with a dry, soft cloth.

Heat: Exposure to heat will result in de-lamination and peeling of the foil. Damage caused by exposure to heat in excess of 80°C (185°F) is not covered under warranty.

Small Appliances: Kettles, toasters and toaster ovens cannot be placed under cabinetry. Prolonged exposure will cause de-lamination of the doors, and discolouration of the finish.

Dishwashers: Allow dishwasher to dry the dishes using the dry cycle. The common practice of opening the dishwasher to allow steam to escape forces the steam onto neighboring doors and drawer fronts.

Schedule C: Countertop Care & Cleaning Procedures



Laminate Countertops

For daily cleaning of laminate countertops simply wipe with a slightly damp soapy cloth and immediately wipe off any remaining residue. For stubborn stains cautiously use a non-abrasive liquid cleaner.

Seams & Joints: Avoid any moisture on countertop seams and joints. At installation the exposed particle core at the mitres and joints will be siliconed to protect it. However water in seams and joints will cause the particle core substrate to swell.

Direct Heat: Do not place heated cooking ware directly on laminate surfaces. Protective pads are always recommended.

Cutting: Always use a cutting board for food preparation. Never cut directly on surface of countertop.

**Please note: During new home settlement, the caulking/grout between the countertop and the wall may come loose. You can re-seal with silicone caulking, available at your local hardware store, or refer to your builder.*

Granite Countertops

Although a highly durable product, granite may be damaged if misused. The following instructions will help maintain and prevent damage to your countertop. Preserving the beauty of your granite is simple and will allow you to enjoy the luxury of its presence for years to come.

There is not a warranty on the stone itself, it is a natural product and sometimes will contain fissures and small cracks that do not affect the integrity of the stone. Defects in workmanship are covered by each supplier's warranty. To remove watermarks, simply wipe with a liquid soap and damp cloth. Do not use any abrasive cleaners or harsh chemicals for day to day care.

Scratches & Stains: Minor scratches and stains are easily removed with a mild abrasive such as automotive polishing compound, or baking soda. If you experience any deep scratches or chips, please contact our local distributor for professional assistance. Some stones are softer and more porous than others and are more susceptible to stains and scratches.

Direct Heat: Granite will withstand heat well but certain stones may be susceptible to thermal shock and cracking if high heat is suddenly applied to an area. It's important to note that granite is a poor conductor of heat. This means that an area introduced to heat will hold its temperature long after removal of heated cookware, creating a potential for burns. Protective pads are recommended.

Cutting: We recommend you do not cut on your granite surface as it can scratch. It is always advisable to use a cutting board.

**Please note: Applying extra weight to your granite top is not recommended. Standing on the surface in order to reach higher placed objects, or leaning on areas that have been cutout for sinks, cooktops etc, may result in cracking.*

Quartz Countertops

Although a highly durable manufactured product, quartz may be damaged if misused. The following instructions will help maintain and prevent damage to your countertop. Preserving the beauty of your quartz top is simple and will allow you to enjoy the luxury of its presence for years to come.

It is a manufactured product typically made up of 93% Quartz and 7% resin. Defects in product and workmanship are covered by each supplier's warranty.

To remove watermarks, simply wipe with a liquid soap and damp cloth. Do not use any abrasive cleaners or harsh chemicals for day to day care.

Scratches & Stains: Minor scratches and stains are easily removed with a mild abrasive such as automotive polishing compound, or baking soda. If you experience any deep scratches or chips, please contact our local distributor for professional assistance.

Direct Heat: Quartz will withstand heat well but may be susceptible to thermal shock and cracking if high heat is suddenly applied to an area. It's important to note that quartz is a poor conductor of heat. This means that an area introduced to heat will hold its temperature long after removal of heated cookware creating a potential for burns. Protective pads are recommended.

Cutting: We recommend you do not cut on your quartz surface as it can scratch. It is always advisable to use a cutting board.

**Please note: Applying extra weight to your quartz top is not recommended. Standing on the surface in order to reach higher placed objects, or leaning on areas that have been cutout for sinks, cooktops etc, may result in cracking.*

Corian Countertop

Soapy water or ammonia-base cleaners will remove most dirt and grime. Avoid exposing Corian surface to strong chemicals such as paint remover and oven cleaner. If contact of such chemicals occurs, rinse away quickly with water.



Scratches: Most marks and scratches including scorches and burns are easily buffed out. Please contact your local Corian distributor or visit them at www.corian.com for more information.

Direct Heat: A protective pad is always recommended for exposure to hot items.

Cutting: Do not cut directly on Corian countertop as it will scratch.

Butcher Block

To ensure functional use and longevity of your solid wood butcher block, the following care should be taken:

- Wash with lukewarm water and immediately wipe dry
- Apply a fresh coat of mineral oil, or Beeswax meant for butcher block tops monthly, or as needed. A care package is supplied to you.
- Do not place hot items on surface
- Do not allow water spills to rest on surface for a period of time
- Cutting on the top will mark the surface.
- There is no warranty when installing a sink in a solid wood top.

TERMS AND CONDITIONS OF PURCHASE

1. This "Contract" upon delivery to DESLAURIER CUSTOM CABINETS INC. ("DCC") or its authorized agent becomes the complete Contract between DCC and the Buyer and cannot be cancelled or altered by the Buyer without the prior written consent of DCC. Title to the Goods shall remain in DCC until all amounts payable hereunder are paid in cash at which time absolute title shall pass to the Buyer.
2. Check your measurements carefully. Although we take every care to avoid errors we cannot be responsible for errors due to your measurements. DCC will not be held responsible for changes in sizes and dimensions of the Buyer's appliances, once this Contract has been signed.
3. All delivery times stated shall be approximate and orders accepted may be subject to reasonable delays in delivery. DCC will not be held responsible for any delivery or installation dates promised by its sales representatives. All dates are approximate. The only person authorized by DCC to arrange for delivery and installation dates is DCC's installation coordinator.
4. Regardless of the terms of repayment and time or manner of passage of title, all risk of loss or damage to the Goods is borne by the Buyer from the time the Goods are delivered to the Delivery Address or picked up by the Buyer.
5. Any credit terms specified herein may be revoked by DCC if it finds it advisable due to changed circumstances. In the case of revocation DCC may demand payment on delivery or prior to delivery.
6. Goods mentioned in this Contract will be new and basically as described in this Contract. However, since many of the components of the Goods are manufactured from wood and other natural materials there may be some variations in colour, grain, appearance, composition, weight and dimensions. DCC guarantees its products for a period of 20 years from the date of installation. This guarantee includes all parts and labour. Please refer to the certificate of warranty for all details relating to the DCC warranty.
7. The total liabilities of DCC to Buyer pursuant to this Contract and under all guarantees given hereunder shall in no event exceed the purchase price mentioned herein. DCC shall in no event be liable for any consequential damages, losses, expenses or costs incurred by Buyer as a result of, or in any way connected with, this Contract, or the breach thereof by DCC.
8. Events of force majeure, such as war, invasion, insurrection, riots, orders of any civil authority, delays in or impossibility of procuring sufficient supplies of raw materials, failure in obtaining or curtailment of carriers or other essential services, accidents, fire breakdown, strike, or labour disputes affecting in any way DCC or acts or commissions of third parties or acts of God or generally any cause reasonably beyond the control of DCC shall relieve DCC of its obligations hereunder. In case of any one or more of such events DCC shall have the right to delay delivery or, at its option, to cancel this Contract.
9. If the Buyer refuses to accept the Goods when delivered or is default in the performance of any obligation or payment owing to DCC under any contract or if the Buyer becomes bankrupt or if the Goods are destroyed, substantially damaged or seized under execution or otherwise or become subject to any lien, encumbrance or claim of any other person, firm or corporation or if DCC considers that the prospect of payment of the amount owing hereunder to DCC is impaired, then in any such case all monies payable hereunder shall become immediately due and payable without notice and DCC may forthwith take possession of the Goods in any manner permitted by law wherever the same maybe located (the Buyer waiving all damages occasioned by such taking of possession and removal of the Goods and agreeing to indemnify DCC for any such damages claimed by others) and may dispose of the Goods in whole or in part (in their condition either before or after any commercially reasonable repair, processing or preparation of disposition). Upon any such disposition, credit shall be allowed against the monies payable hereunder for the actual proceeds from any such sale when actually received in cash less all reasonable expenses in connection with the disposition (including without limitation a reasonable solicitor's fee, a reasonable collection agent's fee or both). After allowing such credit DCC shall be accountable for any surplus remaining over and the Buyer shall be accountable for any deficiency.
10. All sums owing to DCC shall bear interest at the rate of two percent (2%) per month (equivalent to twenty-four percent per annum) calculated monthly from the date that the Goods are delivered or installed to Buyer at Delivery Address.
11. No waiver by DCC or any right or remedy or of any default by Buyer shall be deemed a waiver of any such right or remedy in the future or any subsequent default. The rights and remedies of DCC hereunder are cumulative and not alternative and in addition to all rights and remedies available to DCC under all applicable laws. The taking of any judgment hereunder shall not operate as a merger of any term, condition or provision hereof.
12. DCC will not be held responsible for any verbal agreement(s) made between the Buyer and DCC's sales representatives. All agreements should be clearly marked on the signed Work Order and thoroughly understood by the Buyer.
13. The Buyer acknowledges that is has been provided with a copy of Deslaurier's Certificate of Warranty together with copies of the Wood and Painted Products Specifications, the Cabinetry Care and Cleaning Procedures, and the Countertop Care and Cleaning Procedures. The Buyer acknowledges and agrees that the Buyer is solely responsible for familiarizing itself, and fully complying with, the aforementioned documents.
14. This Contract represents and is the entire agreement between DCC and the Buyer and supersedes all previous or simultaneous verbal or written representation, warranties and conditions of any sort made by anyone whatsoever, and the Parties agree that there is no representation, warranty, collateral agreement or condition affecting this agreement or the Goods purchased hereunder whether implied by The Sale of Goods Act of Ontario, any other statute or any rule of law, other than expressed herein in writing. The invalidity or illegality of any one clause or provision of this Contract shall not invalidate the balance of this Contract.



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