

OUR WARRANTY

The Shekia Group, LLC d/b/a TSG, LLC (“TSG”) warrants its Forevermark Cabinetry products to be free of manufacturer defects that are avoidable, and unnatural defects in material and workmanship under normal use, for five (5) years from the date of purchase by the original consumer purchaser (except for cabinets with painted finishes, which are limited to a two (2) year warranty). This limited liability warranty applies to residential use only at the original site of installation only. This limited liability warranty is non-transferable.

This limited liability warranty does not cover or apply to any defect that is not caused by TSG. This warranty does not cover or apply to products that have been misused; mishandled; abused; improperly stored or installed; modified; or subject to excesses of moisture or extreme temperatures, abrasive or citrus cleaning products, neglect, transit damage, assembly, disassembly, intentional damage, accidents, negligence, on-site alterations, improper storage, defective installation or normal wear and tear. Any modification to the hardware structure or finish of the original consumer purchaser’s cabinetry by anyone other than those specifically authorized by TSG to do so shall void this limited liability warranty. The product must be used exclusively for its intended purpose in order to be covered by this limited liability warranty. This limited liability warranty shall become void if the cabinets or any components or parts thereof are in any way modified, improperly installed or damaged prior to or during installation, or installed or used in other than normal residential applications.

This limited liability warranty does not include or cover the cost of installation, removal, subsequent damage or transportation of the allegedly defective product, regardless of whether work was performed by a contractor, a service company or the original consumer purchaser. This limited liability warranty does not apply to any products used in conjunction with the cabinetry, including but not limited to countertops, appliances or plumbing fixtures. Use of cabinetry or any components or parts thereof in any way contrary to any instructions furnished by TSG shall void this limited liability warranty.

TSG’s obligation under this limited liability warranty shall be limited to the repair or replacement, at its sole discretion, of any cabinetry or any components or parts thereof that TSG deems proven defective under normal use and service within the warranty period. This limited liability warranty is limited to the repair or replacement of the allegedly defective cabinetry or components or parts thereof, and does not include or cover any other costs, including but not limited to any costs of service, labor, shipment, transportation, removal or installation related to the repair or replacement.

Forevermark Cabinetry cabinets are constructed from several pieces of solid wood and wood veneers on plywood. Differences in grain pattern and color should be expected. Wood characteristics that naturally occur, such as variations in color, grain, mineral streaks and knots, are not considered defects. Color variations and color softening in cabinets are a natural occurrence due to species, age, character of cabinets and exposure to UV light and sunlight. For these reasons, replacement cabinets may not match display samples and/or the existing cabinets in the original consumer purchaser's home. Such variations and changes are not considered defects. This limited liability warranty applies only to defects, and does not apply to the yellowing and aging of any wood product. Forevermark Cabinetry products are wood products, and extreme conditions (high/low humidity, temperature, etc.) will cause any wood product to respond adversely. Accordingly, this limited liability warranty does not apply to cabinetry exposed to extreme conditions. Please note that newly produced cabinets will never be the same color as aged cabinets. TSG reserves the right to inspect any alleged defects in the field to determine if the product should be repaired in the field or in the factory, or replaced, if at all.

Mitered door joints in particular are likely to react to conditions of their environment. Gaps that may develop in door joints due to conditions of their environment are not included or covered by this limited liability warranty. This limited liability warranty does not cover or apply to hairline cracks of cabinetry; hairline cracks are unavoidable in wood cabinets given the nature of the material. Every species and grade of solid wood behaves in such a way as to eventually result in hairline cracks. Painted finishes react differently than stained finish with normal wood movement, and climatic conditions may result in breaks in finish, recesses and joint and panel lines. These conditions are considered a normal occurrence and are not included or covered by this limited liability warranty. Cabinet doors that are warped must be allowed to hang through one seasonal heating cycle (i.e., through a full summer) before replacement will be considered by TSG under this limited liability warranty. Doors that are warped in either direction not exceeding one-quarter inch (1/4") do not exceed normal material expectation and are not included or covered by this limited liability warranty.

TSG periodically makes changes to its product line and specifications. If a warranty claim is presented for a discontinued or unavailable cabinet or component or part thereof, TSG will replace the cabinet or component or part thereof under warranty with a new cabinet or component or part thereof of the same style or with a similar or comparable style currently offered by TSG. Some replacement cabinets and components and parts thereof are subject to availability, and may differ from those originally supplied. TSG is not responsible for replacement product that may not exactly match installed product, and is not obligated to inform original consumer purchasers of the discontinuance of or changes to product lines and specifications or to make similar changes in all products previously manufactured. Material changes are not a valid reason for an original consumer purchaser to refuse replacement under this limited liability warranty.

Warranty claims cannot be made directly to TSG by the original consumer purchaser. To submit a warranty claim, the original consumer purchaser must contact the dealer or distributor from whom the Forevermark Cabinetry products were purchased and report the nature of the alleged defect. The dealer or distributor will obtain the information necessary to make a claim decision, and forward such information in writing to TSG for TSG's consideration of the claim. If the dealer or distributor is no longer functioning as a business entity, please submit your claim in writing, with proof of purchase, to:

TSG / Forevermark Cabinetry, 1130 King Georges Post Road, Edison, NJ 08837

If a manufacturing defect occurs within this limited liability warranty's terms and conditions and TSG determines to replace the defective cabinet or component or part thereof, TSG will ship the replacement cabinet or component or part thereof to the original consumer purchaser via ground shipper or freight carrier, at TSG's sole discretion.

Please do not send the allegedly defective cabinet or component or part thereof to TSG, unless and until expressly requested to do so by our claims department. Pictures of cabinets or components or parts thereof may be requested by TSG. Making a fraudulent claim may be a crime, and violators may be prosecuted. TSG reserves the right to make all final decisions regarding warranty claims.

This limited liability warranty and its enforcement, and any and all claims or disputes arising out of, relating to or in connection with this limited liability warranty or the making, performance or interpretation of this limited liability warranty, shall be (1) governed by and construed exclusively in accordance with the laws of the State of New Jersey, without regard to the conflicts of law or choice of law principles of the State of New Jersey or any other jurisdiction (including but not limited to U.S. federal law) that would require the application of the law of any other jurisdiction, and (2) brought only in the United States District Court for the District of New Jersey or the New Jersey Superior Court, Middlesex County.

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