

TERMS OF SALES

Terms

Concertex LLC sells to the trade only. All established accounts will be invoiced Net 30 days, FOB NJ to their credit standing and limit. All others will be invoiced payment prior to shipment. Credit card payment is accepted through Visa, MasterCard, American Express. Any collection or attorney's fees may apply to past due accounts.

Prices

Please contact customer service for applicable prices. **PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

Return Policy & Cancellations

NappaTile is a custom hand assembled product. Due to the inherent custom nature of NappaTile, ***all sales are final.***

Only goods with clear manufacturing defects can be returned. Please inspect all goods carefully before installing. In no circumstance can tiles that have been installed on the wall be returned. Returns will not be accepted without a Return Authorization # from Concertex, LLC. No returns can be authorized after 30 days from shipment.

Orders already in production ***cannot be cancelled.***

Claims

Examine all shipments for correct color, pattern, quantity and any irregularities before using. No claims or returns are allowed once material has been applied to the wall. *Should you have any questions after inspection, call your Concertex representative or Concertex customer service department before proceeding any further.*

****Note: Claims for labor charges and consequential damages will not be allowed under any condition***

NappaTile: Permanent Application

NappaTile is a permanent wall application. Once placed on the wall, Concertex is not responsible for any damages that may incur when taking down the mosaic including damage to the tiles, walls and any surrounding surfaces.

NappaTile is a one-time use product that should not be applied multiple times to a wall surface. Concertex does not guarantee the quality of the product after its first application.

3M Adhesive

NappaTile has been tested by 3M for permanent application under normal circumstances. Carefully follow the instructions in our installation guide.

However, due to the vast range of environments, application conditions, and other unforeseen factors, many of which are unique to the application, NappaTile cannot guarantee the performance of the 3M adhesive. We strongly encourage customers to test and evaluate for their specific condition if they have any concern with the adhesive. We can provide small tile samples backed with 3M adhesive for testing.

NappaTile Note

All NappaTile products are custom, hand assembled tiles. Due to the custom nature of NappaTile, each individual tile is unique. Each tile is subject to reasonable variation due to the inherent variability of the raw materials and production process.

Concertex, LLC 1-year Limited Warranty

Concertex, LLC offers a 1 (one) - year limited warranty to the original purchaser for NappaTile – Faux Leather Wall Tile products. All first quality NappaTile products are warranted to be free of defects in quality for 1 (one) year from the date of purchase.

All warranty claims must be reported immediately. This warranty will be voided if the user fails to report the warranty claim within 30 days of the discovery of the defect. The tiles **must** be carefully inspected before applying to the wall. Visual defects or clear imperfections apparent prior to installation void this warranty. There may be slight differences in shading between samples/photographs and the actual material. The customer must approve the tiles for shade, texture and pattern prior to installation. No claims will be accepted for these claims after installation.

This warranty does not cover any damages from scratching or piercing from a foreign object.

Any addendum, edit, or difference of this limited warranty by any other representative is not valid.

Remedy

In the event of a quality defect of specific tiles, the one-year warranty will provide individual tiles to replace the defected areas. When replacing individual tiles, it should be carefully done. This warranty **does not** cover any labor charges and consequential damages under any condition as well as any labor charges from the removal and replacement of the product.

If the individual repairs do not correct the manufacturing defect after a reasonable number of attempts, Concertex, LLC can cover the replacement of the defective product of equal value or a refund of the purchase price from the original invoice. In the event of a custom order or an item that is no longer kept in stock, Concertex, LLC will provide a replacement of a product of equal value or a refund of the invoice.

Please follow below steps to make a claim:

1. The original purchaser must contact a Concertex, LLC representative within 30 days of the discovery of the defect with a detailed written statement, picture clearly demonstrating the claim, and any other supporting evidence. Claims after a year of purchase of the goods will not be accepted.
2. A Concertex, LLC representative will inspect or test the evidence provided.
3. Once the claim is confirmed valid, Concertex, LLC will provide the services above.

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Exclusions

This limited warranty is non-transferable, only extending to the original purchaser. Concertex, LLC does not cover any damages arising from the following:

- *Installation contrary to our guidelines or proper installation practices.*
- *Damage caused by mold or mildew.*
- *Damage due to placement in direct sunlight, areas of high moisture, extreme heat or cold.*
- *Damage from any scrapes or accidents by heavy furniture.*
- *Damage from any post-treatment product applied to the tiles.*
- *Damage of tiles from any post work done on tiles i.e. nailing, hammering, screwing etc...*
- *Improper use or maintenance.*
- *Improper storage or handling.*
- *Failure of the 3M adhesive.*
- *Use of incompatible or unspecified adhesives, materials, tools or equipments.*
- *Inadequacies or defects in building design or constructions.*
- *Failure to follow recommended maintenance and care guidelines*
- *Application of tiles on a flexible, non-rigid wall surface.*
- *Application of tiles on a curved surface.*
- *Applied to a non-interior wall area, ceiling, or floor.*

Concertex LLC specifically advises all parties that mold will grow, if moisture/water is allowed to accumulate. Concertex is not responsible or liable for any claim/damage related to this situation.