

Commercial Casework Limited One-Year Warranty



Kwalu LLC ("Kwalu") provides this Limited One-Year Warranty to the original commercial purchaser of Kwalu Casework products including vanities and other built-in furniture or millwork designed for kitchen and bath applications manufactured with Kwalu's proprietary Protea™ and Protea Fusion™. This warranty applies to products sold and used in commercial, institutional, or multi-unit environments, including but not limited to senior living communities, healthcare facilities, hospitality, and multifamily properties.

Who Qualifies as a "Commercial Purchaser"

A commercial purchaser is defined as any entity or individual purchasing Kwalu products for installation or use in a non-residential setting. This includes, but is not limited to, developers, general contractors, builders, remodelers, senior living operators, healthcare providers, property managers, ownership groups, private or public businesses, leasing companies, or institutional users.

This warranty is non-transferable and applies only to the original commercial purchaser. It cannot be assigned or transferred to a subsequent owner, tenant, or user.

Warranty Coverage

This Limited One-Year Warranty covers defects in materials and workmanship under normal use and maintenance within the intended application of the product. The warranty period is twelve (12) months beginning on the date of product delivery to the purchaser or on the date of substantial completion of installation, whichever occurs first. Kwalu's Protea™ and Protea Fusion™ polymer components are warranted to be free from material defects that cause cracking, delamination, or warping beyond accepted tolerances during the warranty period.

Exclusions and Limitations

This warranty does not cover the following: products installed or used outdoors or in non-climate-controlled environments; use of the product for purposes other than its original design intent; issue, abuse, negligence, vandalism, or unauthorized modification or alteration; improper storage, handling, installation, maintenance, or cleaning practices; exposure to temperature, moisture, or humidity outside normal indoor ranges (50–85 °F / 10–29 °C; 30–55 % RH); damage resulting from fire, flood, natural disasters, or other acts of God; normal color variation, gloss change, or surface aging of Protea™ and Protea Fusion™ materials or finishes due to environmental exposure or cleaning agents; use of harsh or abrasive cleaners, chlorine-based products, scouring pads, or solvents that may affect surface finish or adhesion; normal wear and tear, surface scratches, and routine aesthetic changes from use; and damage to countertops, sinks, walls, or other materials that must be removed to access the defective product.

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Moisture Exposure and Damage

Kwalu Casework products are designed for use indoor, climate-controlled environments. While Protea™ and Protea Fusion™ polymer components are highly moisture-resistant and nonporous, damage caused by prolonged or excessive exposure to moisture, standing water, or high humidity is not covered under this warranty.

Examples of conditions not covered include:

- Water infiltration from plumbing leaks, overflowing sinks, dishwashers, or cleaning equipment.
- Continuous exposure to steam, condensation, or direct water spray.
- Installation in environments where relative humidity routinely exceeds 55% or where condensation forms on surfaces.
- Warping, delamination, discoloration, or swelling of non-Protea components (e.g., substrates, adhesives, or fasteners) due to environmental moisture.

Kwalu recommends maintaining ambient conditions between 50°F and 85°F (10°C–29°C) and 30%–55% relative humidity at all times. Failure to maintain these conditions or promptly address known moisture issues may void this warranty.

Limitations on Remedies / Obligations

At its sole discretion, Kwalu will repair or replace any defective component. If repair or replacement is not commercially feasible, Kwalu may issue a credit or refund up to the original purchase price.

The following are not covered under this warranty:

- Labor costs associated with removal, reinstallation, refinishing, painting, or repair.
- Any incidental costs or expenses related to service or access.
- Variations in color, texture, or finish that may occur in replacement parts or materials.

If replacement parts or finishes are discontinued or unavailable, Kwalu reserves the right to provide a similar product or component from its current line, which may vary in appearance or construction. For issues such as material warpage or joint movement, Kwalu may defer replacement for up to twelve (12) months to allow for environmental stabilization and inspection.

Other Terms & Conditions

- Proof of purchase (invoice or sales order confirmation) is required for all warranty claims.
- The purchaser must cooperate with Kwalu's requests for inspection, testing, or additional information necessary to validate a claim.
- Kwalu's liability under this warranty is limited strictly to repair, replacement, or refund of defective product, as determined at Kwalu's sole discretion.
- Kwalu disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.
- Under no circumstances shall Kwalu be liable for incidental, consequential, special, or punitive damages, including loss of profit, business interruption, inconvenience, or delay.
- Certain jurisdictions do not allow limitations on implied warranties or the exclusion of incidental or consequential damages; in such cases, these limitations apply only to the extent permitted by law.