

## Porcelain Counters Residential 15-Year Warranty

ENVI™ Surfaces warrants for 15 years from the original date of installation by an ENVI™ Surfaces Certified Fabricator, ENVI™ branded porcelain counter material that fails during the warranty period as a result of any manufacturing defect existing when fabricated. This warranty applies to ENVI™ branded porcelain counter material that has been permanently installed in your residence. The option to repair or replace the defective materials is at the sole discretion of ENVI™ Surfaces.

This Residential 15-Year Warranty is available only to the original owner of a single-family residence in which ENVI™ branded porcelain counter material has been originally installed. In the case of a newly constructed single-family residence, this warranty is available to the "first" owner purchasing the residence with ENVI™ branded porcelain counter material permanently installed and is transferable according to the terms and conditions stated below.

### TERMS and CONDITIONS:

- A. This warranty applies only to ENVI™ branded porcelain counter materials and does not apply to any other products, including other porcelain counter products manufactured or supplied by any other party, except ENVI™ Surfaces.
- B. This warranty applies only to ENVI™ branded porcelain counter materials that have been permanently installed in single-family residences and have not been moved from their original installation. If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.
- C. This warranty does not cover any residence where the owner is not the primary occupant.
- D. This warranty does not cover materials and/or services that have not been paid in full.
- E. This warranty applies only to materials that have been maintained according to the ENVI™ Surfaces Care & Maintenance instructions. Care & Maintenance instructions are fully incorporated into this warranty by reference.
- F. To request service under this warranty you must contact the company that sold you ENVI™ branded porcelain counter materials directly within thirty (30) days of the failure of ENVI™ branded porcelain counter materials.
- G. You must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner, Authorized Dealer and ENVI™ Surfaces Certified Fabricator.

- H. Upon receipt of your original receipt or invoice showing the name of the Owner, Authorized Dealer and Certified Fabricator, ENVI™ Surfaces will fully honor this warranty. You must agree to cooperate with ENVI™ Surfaces or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.
- I. This warranty is transferable during the warranty period provided the original purchaser provides in writing the name of the new owner and the contact information within sixty (60) days of the transfer of ownership. The new owner will receive a prorated 15-year limited warranty, which is prorated from the original date of installation. In no event will the transferred warranty exceed fifteen (15) years from the date of the original installation.
- J. In the event that ENVI™ branded porcelain counter materials fail due to a manufacturing defect, ENVI™ Surfaces will, at its sole discretion, repair or replace such materials. ENVI™ Surfaces will seek to obtain the best possible result, whether we decide to repair or replace your installation. However, exact color match is never guaranteed. All decisions regarding this warranty are at the sole discretion of ENVI™ Surfaces. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of ENVI™ Surfaces with respect to ENVI™ branded porcelain counter materials.

## **EXCLUSIONS:**

- 1. This warranty does not cover use for any commercial purposes. Commercial use includes but is not limited to, use in a store, rental properties, office or any other place of business.
- 2. This warranty does not cover products used as flooring material.
- 3. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat, physical or chemical abuse and damage from improper care and maintenance.
- 4. This warranty does not cover chips or other excessive impact damage in the product.
- 5. This warranty does not cover scratches. ENVI™ branded porcelain counter materials are very hard and highly scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
- 6. This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the ENVI™ Surfaces Care & Maintenance Instructions.

7. This warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by ENVI™ Surfaces. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
8. This warranty does not cover any defects that were visible at the time of fabrication and were not reported to ENVI™ prior to fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.
9. This warranty does not cover seam appearance or seam performance, adhesives, caulk or other accessory items. Once the product is installed, the main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish or other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used. Failures caused by these conditions are not considered material defects and are subject to proper care and maintenance by the owner.
10. This warranty does not cover any chemical damage.
11. This warranty does not cover any creative use of the material including bending or curving.
12. This warranty does not cover material that has been milled or reduced in thickness.
13. This warranty does not cover the installation of sinks.
14. This warranty does not cover securing mechanical fasteners directly into the material.
15. This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by ENVI™ Surfaces or the Marble Institute of America or otherwise are inadequately supported.
16. This warranty does not cover any chips or cracks that are a result of "dry" cutting or polishing.
17. This warranty does not cover chips or cracks that are a result of not following the minimum requirements for edge details.
18. This warranty does not cover mitered edges where the joint is not cut correctly.
19. This warranty does not cover the altering of any factory applied finish.
20. This warranty does not cover temporary marks such as metal marks, fingerprints or other signs of daily living.

21. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the ENVI™ branded porcelain counter materials covered under this warranty.
22. This warranty does not cover variations in the color, size, shape and distribution of the pattern or variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed in your home.

ENVI™ Surfaces is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.

ENVI™ Surfaces shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you. Customer's sole remedy shall be repair or replacement of the defective material at the sole discretion of ENVI™ Surfaces.

Customer understands, accepts and agrees that ENVI Surfaces will, to the extent permissible, pass through to Customer all available warranty coverage extended to ENVI Surfaces by its suppliers. In the event such coverage is deemed non-assignable, ENVI Surfaces will provide customer with warranty coverage offering equivalent relief, subject to the limitations, terms and conditions in this document.

THE FOREGOING IS THE COMPLETE WARRANTY FOR ENVI™ BRANDED PORCELAIN COUNTER MATERIALS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO ENVI™ BRANDED PORCELAIN COUNTER MATERIALS AND ENVI™ SURFACES EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.