

## **SpectrumStone Limited Warranty**

SpectrumStone warrants our surfacing material will be free of manufacturing defects for a period of 15 years from the date of installation. After SpectrumStone and any of its authorized agents or fabricators verify that there is a manufacturing defect within the warranty period, SpectrumStone will, at its sole discretion, repair or replace the defective material. Replacement is limited to the replacement of the slab(s) necessary to substitute the defective material.

The following important warranty provisions need to be followed in order for the warranty to apply: SpectrumStone warrants only SpectrumStone surfaces that have been transported, handled, fabricated and installed according to our Fabrication Guide, posted on our website's "Technical Resources" page or on printed material.

Improper transportation, handling, fabrication, or installation will void the warranty. This warranty applies only to SpectrumStone products that have been permanently installed and that have not been moved or displaced since original installation.

In order to benefit from the warranty, you need to register your product purchase with SpectrumStone directly or with any of its authorized dealers or agents. Customers can also register their product purchase from our website. Failure to do so within 30 days from the date of purchase will void the warranty.

Improper care and maintenance methods that in any way deviate from what is expressly written in the Use & Care guidelines will void the warranty.

The warranty is transferable and can be assigned. If this were to occur, a proof of purchase or original receipt will need to be sent to SpectrumStone prior to any SpectrumStone warranty service.

## **Exclusions**

The warranty does not cover any material that has been subject to abuse, misuse, excessive heat, as well as scratches, stains, cracks, and chips resulting from misuse and abuse.

Damage resulting from inappropriate substrate conditions (unstable substrate, improper support) at the location where the material is originally installed. Any damage caused by the substrate failing, shifting, moving, etc., will void the warranty.

Any and all outdoor installations and applications. Any and all non interior installations and applications.

Damage resulting from displacing or moving the material from its original installation location.

Damage caused by improper shipping, handling, fabrication, or installation of the material. Any deviation from the Fabrication Guideline available on the SpectrumStone website or on authorized printed material will void the warranty. All fabrication and installation must be performed by a SpectrumStone certified or approved fabricator and/or installer for the warranty to be valid.

Improper care and maintenance of SpectrumStone products shall void the warranty. Any deviation from the instructions expressly stated on the Use & Care page of the SpectrumStone website shall void the warranty.

Product that has not been paid in full.

Products where the original factory surface finish has been altered in any way.

Variation in color, particulate size and pattern, and particulate dispersion that is an inherent characteristic of glass and aggregate.

Any issue that is deemed acceptable in the industry related to aggregate dispersion, color, variation and consistency, including overall background color and pattern.

Any repair or alterations to material of other trades (electrical, plumbing, cabinetry, tile, mosaics, etc.) that is necessary in order for SpectrumStone to fulfill the warranty work should the need arise.

## **Exclusions (cont.)**

This warranty does not cover products installed with known or visible manufacturing defects at the time of installation, including but not limited to variance or flatness deviation beyond defined tolerances.

Seam or joint issues, including appearance and performance. In the event that you notice small pits or fissures in the glass or seashells, this is no cause for alarm. This may occur at the time of polishing at the manufacturing facility, and is considered an inherent characteristic of the surface and not a manufacturing defect. It is due to the high pressure on the polishing heads, required to polish glass particulate in your surface. It does not deteriorate over time, unless the surface is obviously abused.

In the event that you would like to fill an accidental chip in the surface, please use this link to watch this simple video on how to do it (<https://www.youtube.com/watch?v=4GayqllPjYg>). It does not require any specific skills and is easily done with this simple product.

Due to the natural physical characteristics of seashells (mainly composed of calcium carbonate), repeated and/or prolonged exposure to acidic substances may cause dullness, etching or eroding of the seashell surface and is not considered a defect. Acidic substances include but are not limited to: citrus juices, vinegars, wine, coffee and in some locations; acidic tap water. Standing water left in locations such as under dish drainers is not recommended.

To revive the gloss of the shells, you may occasionally apply a solid marble/granite neutral wax and buff it with a fine steel wool. However, etching and erosion of the natural seashells due to repeated and/or prolonged exposure to acidic substances will not be improved by this technique. Please refer to the Use & Care section to learn how to avoid seashell etching and erosion from occurring, as this type of surface change is considered permanent. Please note that etching and erosion of natural seashells may change the texture of the SpectrumStone surface only in those areas subjected to repeated and/or prolonged exposure to acidic substances, but not the overall integrity of your SpectrumStone countertop.

## General Limitations

SpectrumStone obligation under this limited warranty is limited solely to the repair or replacement of the failed product. Such repair or replacement, however, shall not include the performance of any other repairs or modifications that may be necessary to achieve the actual repair or replacement of the failed surface product (such as, for example, any plumbing, electrical, tile or wall surfacing repairs or modifications). Such other repairs and modifications shall be the responsibility of the customer. If SpectrumStone determines the likelihood of failure reoccurrence to be high, SpectrumStone retains the option to refund the original purchase price or offer a buy-out financial settlement for the fabricated countertop and/or installation thereof paid by the customer in full and final satisfaction of its warranty obligation hereunder.

In order to obtain service under this limited warranty, you must permit your Certified SpectrumStone Fabricator or SpectrumStone's authorized agents to inspect your SpectrumStone product at the residence or business. You must also reasonably cooperate with your fabricator and SpectrumStone agents in the efforts to service this limited warranty.

Except to the extent expressly stated herein or otherwise required by applicable law, SpectrumStone disclaims all warranties and representations, expressed or implied, statutory or otherwise, including without limitation, any implied or expressed warranties of non-infringement of third party rights, satisfactory quality, merchantability or fitness for a particular purpose, and SpectrumStone shall not be responsible or liable in either contract or tort, and whether or not SpectrumStone has been advised of the possibility of such loss or damage, for any loss or damage, including, without limitation, direct, indirect, special, consequential or incidental damages, arising out of the inability to use or delays in installation of, or repairs to the products manufactured by SpectrumStone.

This is the only warranty offered by SpectrumStone for its products. No one other than SpectrumStone is authorized to make any warranty or promise with respect to SpectrumStone products. SpectrumStone will not be held for any injury or damage caused by engineering or architectural design, structural issues, accidents, job site conditions, vandalism, or acts of God. Please check your state's laws to determine which local laws or additional rights apply to you, as this may vary from state to state.