

IceStone LLC warrants to the owner of the original installation that its ItalianStone (the "product"), when installed in accordance with IceStone LLC's current installation procedures, shall be free from manufacturing defects for a period of ten (10) years from the date of completion of installation of the product.

This warranty applies to the repair or replacement of failed material that has been permanently installed in commercial structures and have not been moved from the original installation. The option to repair or replace the material is at the sole discretion of IceStone LLC. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of IceStone LLC with respect to ItalianStone surfacing products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon IceStone LLC unless made in writing and signed by an authorized employee of IceStone LLC.

IceStone LLC shall be responsible for either replacement of the product found by it to be defective or, at IceStone LLC's option to pay the product replacement cost, but in no case more than the original invoice cost of the product found to be defective. Under no circumstances will IceStone LLC be responsible for the cost of other material or products in addition to the quartz surfacing which is the subject of this warranty, nor will IceStone LLC pay for the cost of fabrication, removal or installation of the defective product.

### **Terms and Conditions**

1. This warranty applies to ItalianStone products that have been maintained according to the ItalianStone care and maintenance instructions, available at [www.icestoneusa.com](http://www.icestoneusa.com).
2. This warranty is not transferable. Under no circumstances shall this warranty exceed ten (10) years from the date of installation. This warranty is issued to the original owner of the structure in which the ItalianStone surfaces was installed and expires upon transfer of the ownership of the structure to a third party.
3. This warranty shall be null and void unless the products have been paid for in full.
4. IceStone LLC or IceStone LLC's authorized agents must be permitted to inspect the product and thereafter to follow IceStone LLC's warranty services procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by IceStone LLC and shall be final binding upon the parties.
5. Laws and building safety codes governing the design, engineering and construction of installations vary widely. IceStone LLC assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.
6. Commercial property shall consist of any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels or other temporary residence applications.

### **Exclusions**

- A. This warranty does not cover damages caused by mishandling, misuse, and damage from excessive heat or uneven exposure to weather conditions physical or chemical abuse, chemical damage, or uses of products exposed to outside weather and climate conditions.
- B. This warranty does not cover damage or injury caused in whole or in part by acts of God, climate, job site conditions, architectural and engineering design, structural movement, acts of vandalism, accident, or war.
- C. Routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified by the manufacturer are not covered.
- D. This warranty does not cover natural variations in the color, size, shape and distribution of the pattern of the natural quartz or the natural 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.
- E. This warranty does not cover scratches. ItalianStone is a very hard material and highly scratch resistant but not scratch proof: proper care must be exercised.
- F. This warranty does not cover what is referred to as spots or blemishes smaller than a U.S. twenty-five (25) cent piece. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

- G. This warranty does not cover thermal shock, seam appearance and/or seam performance, improper, insufficient or poorly designed support, cabinets, structures or substrates for countertops. 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.
- H. This warranty does not cover any defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.
- I. This warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by IceStone LLC, including, but not limited to, creative use of the material (e.g. bending, curving, milling, reducing thickness), securing mechanical fasteners directly into the material, dry cutting or polishing, altering of any factory applied finish, and not following the minimum requirements for edge details.
- J. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring etc. that maybe necessary to repair or replace the ItalianStone products.
- K. HONED, BRUSHED AND TEXTURED FINISHES will require more daily maintenance than polished finishes. Since there is more exposed surface area with honed, brushed and textured finishes, metal marks, finger prints and other signs of daily living will be more apparent, especially on the darker colors. However, superficial marks like these can be removed with little effort and by using non-abrasive cleaning products such as Soft Scrub Liquid Gel with Bleach or Comet Gel and a Scotch Brite pad. Temporary marks that are inherent to the honed finish are not covered by this Warranty.
- L. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to repair or replace the ItalianStone products.
- M. This warranty does not cover products installed in outdoors application.

ICESTONE LLC SHALL HAVE NO LIABILITY FOR ANY OTHER LOSS, DAMAGE OR EXPENSE, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION OF **ITALIANSTONE**. IN NO EVENT SHALL ICESTONE LLC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR ANY SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF ICESTONE LLC EVEN IF ICESTONE LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED.

### **Service**

To make a claim or obtain service under this Limited Warranty you must submit your claim in writing to:

**customerservice@icestoneusa.com**

[www.icestoneusa.com](http://www.icestoneusa.com)

The claim is to be submitted within thirty (30) days of the failure of ItalianStone surfacing material.

Please, provide the following information:

1. Proof of purchase in the form of a copy of your original receipt or invoices showing the name of the Owner.
2. Your name, address, telephone number and e-mail address (if available).
3. Description of the product application for which the claim is made, including the color and thickness of the product.
4. Date of purchase or date of installation, whichever is earlier.
5. Name or Retailer, Installer or Fabricator from whom you purchased the Product.
6. A description of the claim.

An IceStone LLC Customer Service Representative will contact you to follow up on your claim.