LIFETIME RESIDENTIAL WARRANTY

®

If properly cared for, there should never be a problem with your Metro Stone Surface. Quartz is an extremely hard material and will offer you one of the best solutions for your residential countertop. Please carefully read the terms and conditions of the Metro Stone Residential Warranty.

Terms and Conditions:

• This warranty program applies to the Original Purchaser of Metro Stone Surfaces. For a single-family home, the original purchaser refers to the Original Owner who has Metro Stone Surfaces permanently installed in his/her residence. If the product was purchased through a builder (for a newly constructed home), the warranty applies to the First Owner of the property who purchased and installed Metro Stone Surfaces in his/her residence. This warranty does not cover any residence where the First Owner is not the occupant.

•This warranty expires upon transfer of ownership of the property to subsequent parties. This warranty is not transferable and does not cover claims made by subsequent owners of your home.

• This warranty applies only to Metro Stone Surfaces which have been permanently installed in an interior application and has not been removed from the original installation area(s).

• This warranty applies only to surfaces which have been maintained according to the Metro Stone Surface Care & Maintenance Guide. This warranty does not cover damage caused by product mishandling, improper care and maintenance, impact damage, heat damage, physical and chemical abuse, and damage resulting from exposing the product to extreme weather conditions. Metro Stone Surface Care & Maintenance Guide is available at www.Metro Stonestone.com.

• This warranty covers Metro Stone Surfaces that have been installed by Metro Stone's network of Certified Fabricators and Installers who follow the guidelines and processes set forth in the Metro Stone Fabrication and Installation Manual. It is the sole responsibility of the owner(s) of the residence(s) to ensure that Certified Fabricators and Installers are used for their projects. This warranty does not cover any improper/defective workmanship performed by any fabricator, whether certified or not, who does not follow the requirements set forth in the Metro Stone Fabrication and Installation Manual. Please contact your area distributor(s) to inquire more about Metro Stone's network of Certified Fabricators and Installers.

• Visual inspection of the slabs prior to fabrication is very important. Fabricators are required to perform detailed inspection of the slabs at the time of the purchase and prior to fabrication. This warranty does not cover any product defects that were visible at the time of purchase and/or prior to fabrication.

•This warranty does not cover chips, scratches, color variances, thermal shock, misuse or improper/defective fabrication. Make sure to check your Metro Stone countertops thoroughly at the time of installation. Metro Stone Surfaces are highly resistant to scratches, but they are not scratch proof. No cutting shall be done directly on the surface and a cutting board shall always be used. Proper care and maintenance shall be followed at all times — refer to the Metro Stone Surface Care & Maintenance Guide.

•This warranty does not cover additional modifications or supplemental repairs such as structural changes, plumbing, electrical, cabinets, tiles, etc. that may be necessary to complete the repair or replacement of Metro Stone countertops covered under this warranty. These material and labor costs shall be the responsibility of the customer.

• This warranty only applies to polished finishes. It does not apply to surfaces with honed and textured finishes.

•This warranty does not cover finishes that have been altered from their original Metro Stone factory -applied finish. Any issues arising from the practice of "additional and/or in shop honing" are the sole responsibility of the fabricator who performed the process and/or the owner who purchased the original Metro Stone Surfaces.

•This warranty does not cover any creative adjustment made to the material including bending, curving, thickness reduction, or any other alteration to the original Metro Stone factory material.

'This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of recommended support guidelines or an unsupported base.

• As Metro Stone slabs contain natural quartz, this warranty does not cover natural variations in the color, size, and pattern movement of the slabs. These characteristics are inherent in the quartz stone. The customer is responsible to perform a visual inspection of the slabs during purchasing to ensure the selected slabs meet his/her specifications. If after or during installation, the customer decides to change colors, edging profiles or finishes, this decision is not covered under this warranty.

• Color samples provided to customers, fabricators, and installers may not match to the actual stone. Metro Stone is made of natural quartz. Variation in color, shade, pattern, and grain size is expected of this natural product. Samples are small pieces cut from a slab; they do not display all the characteristics of the actual slab. Purchases should never be made based on samples alone. We recommend the customer to inspect and approve the actual slabs to ensure the right color is purchased.

• There may be spots and small blemishes in the stone. These are inherent in the manufacturing process and do not affect the structural integrity of the material. This warranty does not cover spots and/or blemishes smaller than 18 mm (0.705 inches) in diameter. The customer, fabricator, and installer should perform a thorough inspection of the slabs during purchasing. This warranty does not cover spots and blemishes smaller than 18 mm (0.705 inches) in diameter discovered later in the finished countertops.

• This warranty does not cover Metro Stone products exposed to outdoor weather and climate conditions, abnormal use or conditions, or abuse in any way. Abnormal use or conditions include, but is not limited to, damage from mishandling or misuse, damage from excessive heat or exposure to weather conditions, exposure to ultraviolet light, physical or chemical abuse, and damage from improper care and maintenance. Do not use products like SOS, oven cleaners, bleach, silver cleaners, tarnish removers, or any other similar products. Do not attempt to seal the product or use any abrasive or harsh scrubbing pads. Never use paint removers, strong alkaline, acid or oxidizing substances and products with pumice.

• This warranty does not cover flooring applications.

• This warranty does not cover seam appearance and seam performance. Seam performance can fail with shifting or movement of the substrate, foundation and cabinets, or from thermal shock. Thermal shock can happen with roasting ovens, heat lamps, crock pots, griddles, electric frying pans, or any source that can create excessive heat.

• Metro Stone is not liable for any loss of direct or indirect, consequential, incidental, punitive, or any other similar damages arising out of the use or inability to use the product in residential applications covered by this warranty. This includes but is not limited to, loss of use, loss of profits, business interruption, and/or any other losses.

• Metro Stone is not responsible for damages or injury caused by acts of God, job site conditions, architectural and engineering changes, structural movement, acts of vandalism, and accidents that occurred at job sites that may cause damage to the material.

•This warranty only applies to products that have been paid for in full.

• In the event of a defect in the product, Metro Stone USA, Inc. has the option to repair or replace the countertops. Upon the completion of inspection, Metro Stone USA, Inc. will decide to either repair or replace the installed surface. If replacement is required, exact color matching cannot be guaranteed. If the color is discontinued at the time of repair/replacement, the customer needs to select an alternative color. This option to repair/replacement does not apply to Final Sales.

•To obtain service under this Residential Warranty, you must contact the entity who sold you Metro Stone slabs within thirty

(30) days of the failure of the product. The warranty claim must be filed within thirty (30) days.

'To claim this Residential Warranty, you must provide proof of purchase in the form of a copy of your original invoice or receipt showing the name of the owner who purchased and installed Metro Stone products in his/her residence (First Owner).

Without proof of purchase, this warranty is void.

•This Residential Warranty does not cover commercial applications for any use. Commercial use includes, but is not limited to: apartments, rental properties, hotels, offices, or any other place of business. For commercial projects, please refer to the Metro Stone Commercial Warranty.

This Residential Lifetime Warranty applies only to slab purchases and does not apply to pre –fabricated countertops (also commonly referred as pre-mades or blanks countertops). It is the sole responsibility of the purchaser to inspect thoroughly the pre -fabricated countertops prior to any labor adjustment, fabrication, and/or installation. Metro Stone will not recognize any claim after the pre –fabricated countertops have been installed.

All decisions regarding this warranty are to be made by Metro Stone USA, Inc. No distributor, fabricator, installer, or any person is authorized to make any warranty statements and promises regarding Metro Stone surfacing materials.

Metro Stone USA, Inc. makes no other warranty, representation or guarantee, express or implied, with respect to its products, except as expressly stated herein.