

MONT ENGINEERED SURFACE LIMITED WARRANTY

Except as provided in the Warranty, Mont Granite, Inc. shall not be liable in tort or contract for any claim of loss or direct, consequential or incidental damages arising out of use or the inability of use of Mont Engineered Surface, the "Product," in residential applications under this Warranty. Some areas do not allow the exclusion or limitation of incidental damages, so this limitation may not apply to you.

During the first fifteen (15) years after the date of initial installation, Mont Granite will, at its option, repair or replace the Product without charge if the Product fails due to a manufacturing defect. Although Mont Granite shall put forth its best effort to repair or replace the Product with the best possible color match to match the original, Mont Granite cannot guarantee that the repaired or replaced Product will be an exact color match to the original. To obtain service under this limited warranty, you must cooperate with Mont Granite and provide access to the installation site.

This warranty applies only to the original purchaser and only when the Product has been completely installed. This warranty is non-transferable and non-assignable. Any associated repair, replacement or installation cost, other than the Product will be the responsibility of the original purchaser.

This 15-year Limited Warranty excludes the following:

- Additional modifications such as plumbing, electrical, tile, cabinets, flooring that may be necessary to repair or replace Product covered under this warranty
 - Alteration of Product thickness
 - Alterations to the factory finish
 - Any product installed and/or located outdoors
 - Blemishes that are inherent in the manufacturing process
 - Chips or cracks as a result of dry cutting
 - Chips, cracks as a result of impact damage
 - Commercial purposes including but not limited to use in a store, rental property, office or any other place of business
 - Damage caused by an act of nature
 - Damage caused by improper installation and/or non-use of heat tape around cook-top
 - Damage caused by improper installation of heat shield above, behind and surrounding cook-top
 - Damages other than manufacturing defect
 - Defects visible at the time of fabrication
 - Dry polishing or cutting damage
 - Exact color match to Product samples
 - Failure caused by sub-structure support and substrate materials •
 - Failure or dissatisfaction with joint or seam appearance
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- Improper installation or maintenance

- Inadequate support at installation
- Innovative use of the material, such as curving or bending
- Installations such as boats, recreational vehicles, flooring, etc.
- Misuse or abuse of Product, including uneven exposure to direct sunlight, outdoor exposure and use, damage caused by impact, discoloring caused by exposure to certain chemical agents and damage from exposure to excessive heat
- Mitered edges where the joint is not cut correctly
- Natural variation within the Product
- Natural variations in color, size, shape and pattern distribution of the natural Mont Engineered Surface or background tone
- Product moved from its original place of installation
- Product that you, the customer, decide you do not like after installation due to color, edging styles or other opinions based upon personal preference regardless of whether viewed as a defect by the customer.
- Residences where the owner is not the occupant
- Scratch and abrasion marks
- Securing mechanical fasteners directly to the Product
- Sink installation
- Stains
- Temporary marks common to honed finishes
- Workmanship of fabricator/installer

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

Except as provided in this warranty, Mont Granite, Inc. shall not be liable in either tort or contract for any loss of direct, consequential or incidental damages arising out of the use or in the ability to use this Product in residential applications covered under this warranty. Some areas do not allow the exclusion or limitation of incidental damages, so the above limitation may not apply to you.

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

This is the only limited warranty offered by Mont Granite, Inc. for Mont Engineered Surface.

REGISTRATION

To register for this Warranty, you must fill out the warranty registration on MontSurfaces.com or submit a written registration to Mont Surfaces within 60 days of installation. No claim for any damage pre-existing such written registration will be honored.

I acknowledge receipt of a copy of this Limited Warranty on the _____ day of _____, 201_ in _____, _____.

Customer: Address:

Signature _____ Date _____