

RESIDENTIAL 15 YEAR WARRANTY

This warranty is valid for the owner of a single family residence in which the owner is the primary occupant, and in which Pompeii Quartz was originally installed. It does not cover any application for use in a commercial property including but not limited to: areas open to the general public, rental properties, motels/hotels, temporary residences, or buildings designed for business.

When installed in a newly constructed home, the owner/occupant taking possession of the single family residence from the builder will be considered the owner, and will have full rights under this warranty.

Pompeii Quartz, when fabricated and permanently installed by a licensed installer, in a single family residence shall be covered under this warranty for manufacturing defects, for a period of fifteen (15) years from original installation. Claims relating to faulty installation are not covered by this warranty and must be addressed with installer.

Commencement of this warranty shall be the date of original installation and will cover the repair or replacement of the defective material.

In all cases, resolution of the claim, whether repair or replacement, is at the sole discretion of United Materials, Inc.

TERMS AND CONDITIONS:

This warranty applies only to products that were installed after August 1st, 2009

- I. To file a warranty claim you must contact the fabricator where Pompeii Quartz was purchased within 30 days of failure. You may also contact United Materials, Inc at 239-593-6995 within this time frame.
- II. If you have failed to register your Pompeii Quartz installation, or for some reason no registration is on file, United Materials, Inc will honor its obligations under this warranty, as long as the following are provided: written documentation, such as a receipt or invoice, showing the fabricator that sold the Pompeii Quartz, the certified installer who performed the installation, the date of installation and the owner of the property, as defined above, who purchased Pompeii Quartz, and to whom the warranty was issued.
- III. This warranty applies to Pompeii Quartz products supplied by United Materials, Inc. In no way does it apply to any other products or materials supplied by any other manufacturer or supplier, including other quartz products.
- IV. Pompeii Quartz must be maintained according to the Pompeii Quartz Care and Maintenance guidelines to be eligible under this warranty. Pompeii Quartz care and maintenance guidelines: <http://pompeiiquartz.com/technical.asp?sort=3>
- V. This warranty is valid only for Pompeii Quartz installed in a single family residence, and only when the owner is the primary occupant.

- VI. This warranty is valid only when Pompeii Quartz was permanently installed and has not been moved from its original installation.
- VII. This warranty only covers materials that have been paid in full.
- VIII. In order to receive redress under your warranty claim, you must grant access to United Materials, Inc or its authorized agents to inspect and assess the validity of the claim. You must additionally agree to cooperate in their effort to satisfy the obligations of this warranty.
- IX. United Materials, Inc will repair or replace, at its discretion, material covered under this warranty that failed due to manufacturing defect.
- X. In the event of replacement, exact color match to claimed material is not guaranteed, due to variations in the manufacturing process.
- XI. This warranty covers the replacement of the defective material. It does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incidental costs that may be associated with the removal or reinstallation of material covered under this warranty.
- XII. This warranty is transferable only under the following conditions: the initial owner, as defined above, must have registered the warranty with United Materials, Inc, the registered owner must submit in writing, to United Materials, Inc, the name and phone number of the new owner, as well as the address of the single family residence where Pompeii Quartz is installed. In all cases, the new owner must follow the warranty guidelines for care and use in order to receive benefits under this warranty.
- XIII. Any warranty that has been transferred will be prorated. That warranty will be valid for only ten (10) years from the original installation date.
- XIV. United Materials, Inc is the final arbiter of all claims and interpretations made against this warranty and its determination shall be final. No one is authorized to make any claims or promises outside of this document on behalf of United Materials, Inc.

Exclusions

- A. This warranty does not cover any application for use in a commercial property, including but not limited to: areas open to the general public, rental properties, motels/hotels, temporary residences, or buildings designed for business.
- B. Pompeii Quartz is designed to provide a lifetime of use. However, improper use, application, or installation will shorten the lifespan of the product and as such will not be covered by this warranty. Such actions include, but are not limited to: mishandling of the product, excessive heat, exposure to weather, physical or chemical abuse, improper care and maintenance, and failure to follow proper installation practices.
- C. This warranty covers interior installations only.
- D. This warranty does not cover scratches or marring by chemicals, impact damage, or seam appearance or performance.
- E. This warranty does not cover applications where Pompeii Quartz is used as flooring material.
- F. This warranty does not cover damage caused while securing mechanical fasteners directly to the product.
- G. This warranty does not cover damage to the product caused by the installation of sinks and/or hardware.
- H. This warranty does not cover mitered edges where the joints were not correctly cut.
- I. Impact damage, such as cracks or chips, is not covered by this warranty.
- J. This warranty does not cover routine maintenance, such as the removal of water spots and stains, or damage that could have been avoided by performance of routine maintenance and daily care. Pompeii Quartz care and maintenance guidelines are available at: <http://pompeiiquartz.com/technical.asp?sort=3>
- K. This warranty does not cover failures due to inadequate support of the installation, including, without limitation: base structures, as well as overhangs in excess of 12" for 3cm material.

- L. This warranty does not cover damage that is the result of "dry" cutting or polishing, such as chips and cracks.
- M. This warranty does not cover installations of Pompeii Quartz, by non licensed installers.
- N. This warranty does not cover failures that are the result of the fabricator or installer deviating from the recommended installation guidelines put forth by United Materials, Inc for Pompeii Quartz.
- O. Fabricators, as part of the fabrication and installation process are required to visually inspect each slab, both prior to fabrication and again prior to installation, using the inspection criteria provided to them for Pompeii Quartz by United Materials, Inc. Any defects that were identifiable through the visual inspection process, but were installed anyway, are the responsibility of the fabricator and will not be covered under this warranty.
- P. This warranty does not cover any damage or flaws in the material that are the result of the structural degradation or modification by the fabricator including but not limited to: bending, curving, milling or reducing the thickness of the material.
- Q. This warranty does not cover any alteration of the finishes applied by the factory. The fabricator will be solely responsible for any issues that arise from the modification of the factory finish, specifically the creation of honed finishes. Only those colors listed by United Materials, Inc as "honed" in the brochures, sample books and on the website will be eligible under this warranty.
- R. Honed finishes will show wear marks from day to day use. Those marks are considered normal when dealing with a honed finish and will not be covered by this warranty. United Materials, Inc wants you to get years of satisfaction from Pompeii Quartz. Please be sure to read and understand all aspects of having a honed surface in your home. You may view the Pompeii Quartz Care instructions at: <http://pompeiiquartz.com/tecnicl.asp?sort=3>
- S. This warranty does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incurred costs that may be associated with the removal or reinstallation of material covered under this warranty.
- T. Although man made, each slab of Pompeii Quartz is unique. Examples provided to customers and dealers may not be an exact match in color, hue, shape, or distribution of quartz to what is installed on any given application due to variations both in the natural properties of quartz, and the manufacturing process. These variations from the samples viewed will not be covered under this warranty.

- U. Spots or blemishes less than 16mm (5/8") are a natural part of the manufacturing process, are not considered flaws, and will not be covered under the warranty.

- V. This warranty does not cover any damage that may be incurred while the material is stored or installed on a construction site prior to the "owner" taking possession. Nor does this warranty cover any damage done to the material as a result of a remodel process.

United Materials, Inc is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, structural movement, acts of vandalism or accidental incidences.

United Materials, Inc 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.

THE FOREGOING IS THE COMPLETE WARRANTY FOR POMPEII QUARTZ 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 POMPEII QUARTZ AND UNITED MATERIALS, INC, EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW,

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

COMMERCIAL 10 YEAR WARRANTY

United Materials, Inc offers this warranty to the owner of the property at the time of installation and covers Pompeii Quartz failure due to manufacturing defects. Claims relating to faulty installation are not covered by this warranty and must be addressed with the installer. Warranty is valid when fabricated and installed by a Pompeii Quartz Certified Fabricator, in accordance with procedures set forth by United Materials, Inc, for a period of ten (10) years from the original installation date.

This warranty applies to the repair or replacement of defective material. Resolution of the claim is at the sole discretion of United Materials, Inc. United Materials, Inc is not responsible for any other costs that could be associated with the repair or replacement of material, including but not limited to: removal, disposal, fabrication, installation, repair or replacement of collateral damage.

Owner of property must allow United Materials, Inc, or its authorized agents, access to inspect and assess the validity of the claim. United Materials, Inc is the sole arbiter with regard to the existence of manufacturing defects and the application of the warranty. United Materials, Inc's findings shall be binding to all parties.

United Materials, Inc shall in no way be held liable for any loss, expense or damage. United Materials, Inc shall not be, under any circumstances, liable for any other

damages, including but not limited to: indirect, punitive, lost profits, business interruption, or any other loss.

In no way, does United Materials, Inc make an express or implied warranty for the appropriateness of material for any specific application or purpose.

TERMS AND CONDITIONS:

This warranty applies only to products that were installed after August 1st, 2009

- I. Commercial property shall be defined as any property where commercial transactions occur or where the owner is not the primary occupant. This includes, but is not limited to: areas open to the general public, rental properties, buildings designed for business use, motels/hotels, and other temporary residence applications.
- II. United Materials, Inc has no responsibility or obligation with respect to the selection, installation, design, engineering or construction of the installation.
- III. This warranty applies only to Pompeii Quartz surfacing materials that are supplied by United Materials, Inc. In no way does it apply to any other products or materials supplied by another manufacturer or supplier. Nor does it apply to any quartz products other than Pompeii Quartz.
- IV. This warranty does not cover any honed finishes used in a commercial application.
- V. This warranty applies only to Pompeii Quartz surfacing materials that have been permanently installed in the interior of a commercial structure; and have not been moved or altered from the original installation.
- VI. This warranty only covers materials that have been paid in full.
- VII. Pompeii Quartz must be maintained according to the Pompeii Quartz Care & Maintenance guidelines to be eligible under this warranty. Care and Maintenance guidelines are available at: <http://pompeiiquartz.com/technical.asp?sort=3>
- VIII. To request service under this warranty, you must contact the company who sold you Pompeii Quartz or contact United Materials, Inc directly at 239-593-6995 within thirty (30) days of failure of Pompeii Quartz surfacing materials.
- IX. Once Pompeii Quartz is installed, you must register your product within thirty (30) days by completing the online form at <http://pompeiiquartz.com/warranty> order to get redress for your claim, you must agree to grant access to United Materials, Inc or its authorized agents to inspect and assess the validity of the claim. You must additionally agree to cooperate with their effort to perform their obligations under this warranty.

- X. Once Pompeii Quartz is installed, you must register your product within thirty (30) days by completing the online form at <http://pompeiiquartz.com/warranty>. In order to get redress for your claim, you must agree to grant access to United Materials, Inc or its authorized agents to inspect and assess the validity of the claim. You must additionally agree to cooperate with their effort to perform their obligations under this warranty.

- XI. This warranty is not transferable. This warranty was issued to, and is only valid for, the original owner of the structure in which Pompeii Quartz was originally installed and expires upon transfer of ownership of the property.

- XII. In the event that Pompeii Quartz surfacing materials fail due to a manufacturing defect, United Materials, Inc will, at its sole discretion, repair or replace such materials. United Materials, Inc cannot guarantee an exact color match to existing product. All decisions regarding this warranty are at the sole discretion of United Materials, Inc. No one is authorized to make any claims or promises outside of this document on behalf of United Materials, Inc.

- XIII. United Materials, Inc makes no claims as to Pompeii Quartz conforming to any local laws, building or safety codes, or design restrictions. It is the sole responsibility of the owner and/or designer to ensure the application meets any local code restrictions.

- XIV. Customer selection or design choices, such as color, finish, and application are not covered by this warranty. Installation constitutes acceptance.

Exclusions

- A. This warranty does not cover Pompeii Quartz products installed in any outdoor application.

- B. Pompeii Quartz is designed to provide a lifetime of use. However, improper use, application, or installation will shorten the life span of the product, and will not be covered by this warranty. Such actions include, but are not limited to: mishandling of the product, excessive heat or uneven exposure to weather conditions, physical or chemical abuse, damage from improper care and maintenance, or failure to follow proper installation practices.

- C. This warranty does not cover scratches, marring by chemicals, impact damage, or seam appearance or performance.

- D. This warranty does not cover Pompeii Quartz products used as flooring material.

- E. This warranty does not cover damage caused while securing mechanical fasteners directly to the product.
- F. This warranty does not cover damage to the product caused by the installation of sinks and/or hardware.
- G. This warranty does not cover mitered edges where the joint is not cut correctly.
- H. This warranty does not cover routine maintenance, such as the removal of water spots and stains, or damage that could have been avoided by performance of routine maintenance and daily care. Pompeii Quartz care and maintenance guidelines are available at: www.pentonline.com/PompeiiQuartzcare.html
- I. This warranty does not cover failures due to inadequate support of the installation, including, without limitation: base structures, as well as overhangs in excess of 12" for 3cm material.
- J. This warranty does not cover damage that is the result of "dry" cutting or polishing, such as chips and cracks.
- K. This warranty does not cover damage caused by failure to follow the minimum requirements for edge details.
- L. This warranty does not cover installations of Pompeii Quartz by non-licensed Pompeii Quartz installers.
- M. This warranty does not cover failures that are the result of the fabricator or installer deviating from the recommended installation guidelines put forth by United Materials, Inc for Pompeii Quartz.
- N. Fabricators, as part of the fabrication and installation process, are required to visually inspect each slab, both prior to fabrication and again prior to installation; using the inspection criteria provided to them for Pompeii Quartz by United Materials, Inc. Any defects that were identifiable through the visual inspection process, but were installed anyway, are the responsibility of the fabricator and will not be covered under this warranty.
- O. This warranty does not cover damage or flaws in the material that are the result of structural degradation, or modification by the fabricator including, but not limited to: bending, curving, milling, or reducing the thickness of the material.
- P. This warranty does not cover the alteration of any factory applied finish, nor does it cover honed surfaces in any commercial application.

- Q. This warranty does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incurred costs that may be associated with the removal or reinstallation of material covered under this warranty.
- R. This warranty does not cover natural variations in the color, size, shape and distribution of the natural quartz, or the natural variations in background tone. These are inherent and unique characteristics of the product. Color samples provided are only representative and not an exact replication of what will be installed in your space.
- S. This warranty does not cover what is referred to as spots or blemishes smaller than 16mm (5/8"). A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.
- T. This warranty does not cover any damage that may be incurred while the material is stored or installed on a construction site prior to the "owner", taking possession. Nor does this warranty cover any damage done to the material as a result of a remodeling process.
- U. United Materials, Inc shall not be responsible in either contract or tort for any loss that arises out the use of, or inability to use Pompeii Quartz.