

Porcelain Surfaces 15-Year Warranty

ENVI™ Surfaces warrants for 15 years from the original date of installation by an ENVI™ Surfaces Certified Installer, ENVI™ branded porcelain material that fails during the warranty period as a result of any manufacturing defect existing when installed. This warranty applies to ENVI™ branded porcelain material that has been permanently installed in your residence or commercial structure. The option to repair or replace the defective materials is at the sole discretion of ENVI™ Surfaces.

This 15-Year Warranty is available only to the original owner of a residential or commercial structure in which ENVI™ branded porcelain material has been originally installed. In the case of new construction, this warranty is available to the "first" owner purchasing the structure with ENVI™ branded porcelain material permanently installed; and expires upon transfer of ownership of the structure to a third party.

TERMS and CONDITIONS:

- A. This warranty applies only to ENVI™ branded porcelain materials and does not apply to any other products, including other porcelain products manufactured or supplied by any other party, except ENVI™ Surfaces.
- B. This warranty applies only to ENVI™ branded porcelain materials that have been permanently installed in residential or commercial structures and have not been moved from their original installation. If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.
- C. This warranty does not cover unoccupied structures.
- D. This warranty does not cover materials and/or services that have not been paid in full.
- E. This warranty applies only to materials that have been maintained according to the ENVI™ Surfaces Care & Maintenance instructions. Care & Maintenance instructions are fully incorporated into this warranty by reference.
- F. To request service under this warranty you must contact the company that sold you ENVI™ branded porcelain materials directly within thirty (30) days of the failure of ENVI™ branded porcelain materials.
- G. You must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner, Authorized Dealer and ENVI™ Surfaces Certified Installer.

- H. Upon receipt of your original receipt or invoice showing the name of the Owner, Authorized Dealer and Certified Installer, ENVI™ Surfaces will fully honor this warranty. You must agree to cooperate with ENVI™ Surfaces or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.
- I. In the event that ENVI™ branded porcelain materials fail due to a manufacturing defect, ENVI™ Surfaces will, at its sole discretion, repair or replace such materials. ENVI™ Surfaces will seek to obtain the best possible result, whether we decide to repair or replace your installation. However, exact color match is never guaranteed. All decisions regarding this warranty are at the sole discretion of ENVI™ Surfaces. No representative, dealer, salesperson, distributor, installer or any other person is authorized to make any warranty or promises on behalf of ENVI™ Surfaces with respect to ENVI™ branded porcelain materials.

EXCLUSIONS:

1. This warranty does not cover slab products used as flooring material.
2. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat, physical or chemical abuse and damage from improper care and maintenance.
3. This warranty does not cover chips or other excessive impact damage in the product.
4. This warranty does not cover scratches. ENVI™ branded porcelain materials are very hard and highly scratch resistant but not scratch proof.
5. This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the ENVI™ Surfaces Care & Maintenance Instructions.
6. This warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by ENVI™ Surfaces. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
7. This warranty does not cover any defects that were visible at the time of fabrication or installation and were not reported to ENVI™ prior to fabrication or installation. Fabricators and installers are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.

8. This warranty does not cover seam appearance or seam performance, adhesives, caulk or other accessory items. 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. Failures caused by these conditions are not considered material defects and are subject to proper care and maintenance by the owner.
9. This warranty does not cover any chemical damage.
10. This warranty does not cover any creative use of the material including bending or curving.
11. This warranty does not cover material that has been milled or reduced in thickness.
12. This warranty does not cover the installation of sinks.
13. This warranty does not cover securing mechanical fasteners directly into the material.
14. This warranty does not cover any failures due to inadequate support for the installation. This includes, but is not limited to, countertop overhangs in excess of the recommendations provided by ENVI™ Surfaces or the Marble Institute of America or otherwise are inadequately supported.
15. This warranty does not cover any chips or cracks that are a result of "dry" cutting or polishing.
16. This warranty does not cover chips or cracks that are a result of not following the minimum requirements for edge details.
17. This warranty does not cover mitered edges where the joint is not cut correctly.
18. This warranty does not cover the altering of any factory applied finish.
19. This warranty does not cover temporary marks such as metal marks, fingerprints or other signs of daily living.
20. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the ENVI™ branded porcelain materials covered under this warranty.
21. This warranty does not cover variations in the color, size, shape and distribution of the pattern or variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to consumers, dealers, fabricators and installers are only representative and not an exact replication of what will be installed.



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

ENVI™ Surfaces 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. Customer's sole remedy shall be repair or replacement of the defective material at the sole discretion of ENVI™ Surfaces.

Customer understands, accepts and agrees that ENVI Surfaces will, to the extent permissible, pass through to Customer all available warranty coverage extended to ENVI Surfaces by its suppliers. In the event such coverage is deemed non-assignable, ENVI Surfaces will provide customer with warranty coverage offering equivalent relief, subject to the limitations, terms and conditions in this document.

THE FOREGOING IS THE COMPLETE WARRANTY FOR ENVI™ BRANDED PORCELAIN MATERIALS 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 ENVI™ BRANDED PORCELAIN MATERIALS AND ENVI™ SURFACES EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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