

COMMERCIAL 10-YEAR LIMITED WARRANTY (PRODUCT ONLY)

Radianz® Quartz Surface slabs (the “Product”) that has been permanently installed in an approved indoor commercial application and is in its originally installed location is warranted by LOTTE ADVANCED MATERIALS for a period of ten (10) years from date of initial installation under normal use. This limited warranty is not transferable or assignable and only applies to the original owner of the project in the United States and Canada.

LOTTE ADVANCED MATERIALS, at its sole discretion, will either provide replacement product or repair defective products during the warranty period. LOTTE ADVANCED MATERIALS shall have no liability for any expense, damage, or other losses, in connection with the installation of the Product.

To qualify for service under this warranty, the original owner must provide immediate notice to LOTTE ADVANCED MATERIALS, no later than ten (10) days after discovery of any alleged manufacturing defect. LOTTE ADVANCED MATERIALS or its service agent must be permitted to properly inspect the Product and to follow proper warranty procedures. All decisions made by LOTTE ADVANCED MATERIALS in respect to the presence of manufacturing defects affecting this warranty shall be final. The fabricator/installer is obligated to inspect the Product prior to fabrication and installation to ensure its suitability for the project.

This warranty excludes the following:

01. Misuse or abuse (including uneven exposure to direct sunlight, outdoor exposure and use, damage caused by excessive impact, discoloring caused by exposure to certain chemical reagents, and damage from exposure to excessive heat);
02. The Product moved from its original place of installation;
03. Chips, cracks or any other impact damage;
04. Improper Installation or Maintenance (improper care and maintenance may result in staining, abrasion marks, cracking or chipping);
05. Damage caused by exposure to excessive heat (Trivets and hot pads should always be used);
06. Damage caused by an act of nature;
07. Failure not to comply with LOTTE ADVANCED MATERIALS' s instructions including Fabrication, Installation, Care & Maintenance, etc.;
08. The Product is stain-resistant, but is not 100% impervious to stains. Many common stains can be removed with proper cleaning. Staining is not covered under this warranty;
09. The product is scratch resistant; however, scratches may occur with improper use. Consequently, scratches and abrasion marks are not covered under this warranty;
10. Failure or dissatisfaction with appearance of joints or seams, or of any adhesive, caulk or other accessory items;
11. Workmanship of Fabricator or Installer;
12. Failure caused by other sub-structure support and substrate materials, including seam failure;
13. The actual and final installed Product is not guaranteed to be an exact color-match to product samples or printed sample facsimiles;
14. Blemishes, such as blotches or spots, are inherent in the manufacturing process. In the event visual blemishes, blotches, or a concentration of color pigments are larger than 25mm in diameter (size of a quarter coin), the contracted fabricator should report it to the Radianz® authorized distributor prior to fabrication;
15. Natural variation within the Product (The Product pattern density may vary in color, size, shape, and distribution);
16. Any innovative use of material including, but not limited to, curving and/or bending;
17. Alteration of the Product thickness;
18. Installation of sinks;
19. Damage as a result of dry polishing or cutting;
20. Alterations to the factory finish;
21. Damages from other than manufacturing defect;
22. For the Products not paid in full;
23. Any Product installed or located outdoors, such as outdoor kitchens, BBQ work surfaces, or in heated areas such as saunas, steam rooms, and shower pans; and
24. Flooring applications.

Effective as March, 2012

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Except as to what is stated in this limited warranty herein, LOTTE ADVANCED MATERIALS makes no warranties, express or implied, in respect to the Product, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and all such warranties hereby are expressly disclaimed. LOTTE ADVANCED MATERIALS does not warrant that the Product will meet the original purchaser's requirements. LOTTE ADVANCED MATERIALS shall not be liable for incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including lost good will, lost profits, lost business, or other indirect economic damages, and further including injury to property, whether such claim is based on theories of contract, negligence, tort (including strict liability) or otherwise, as a result of breach of any warranty regardless of whether LOTTE ADVANCED MATERIALS was advised, had other reason to know, or in fact knew of the possibility of such damages.

SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION STATED ABOVE, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH WILL VARY FROM STATE TO STATE OR, IN CANADA FROM PROVINCE TO PROVINCE. FEDERAL WARRANTY LAW DOES NOT PERMIT THE DISCLAIMER OR MODIFICATION OF IMPLIED WARRANTIES ARISING UNDER APPLICABLE STATE LAW FOR CONSUMER PRODUCTS. HOWEVER, ANY OF SUCH IMPLIED WARRANTIES SHALL EXPIRE AT THE EARLIER OF THE EXPIRATION OF THE PERIOD OF THE IMPLIED WARRANTY REQUIRED UNDER STATE OR PROVINCE LAW.

Warranty Service:

To obtain service under this limited warranty, contact the source from whom you purchased the Radianz® Quartz Surfaces or you may directly contact LOTTE ADVANCED MATERIALS at the address below, in writing, providing your name and address, a description of the Products involved and the nature of the defect or failure. You must provide the original sales receipt along with proof of purchase and installation of Radianz® Quartz Surfaces, which clearly indicates the Product purchased and installation dates, in order to obtain service under this limited warranty.

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This warranty cannot be modified, amended, or in any way altered except by an instrument in writing signed by an authorized officer of LOTTE ADVANCED MATERIALS.