

RESIDENTIAL 15 YEAR LIMITED WARRANTY

This warranty is valid for the owner of a single family residence in which the owner is the primary occupant, and in which Pentalquartz 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.

Pentalquartz, when fabricated and permanently installed by a Certified 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 Pental Granite & Marble.

TERMS AND CONDITIONS:

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

- I. To register your installation of Pentalquartz, you may complete the online registration at www.pentalquartz.com/register.html or download the registration form from our website:
www.pentalquartz.com/resources/PentalquartzRegistrationForm.pdf
and mail it to:
*Warranty: Pentalquartz
c/o Pental Granite & Marble
713 S Fidalgo
Seattle WA 98108*
- II. To file a warranty claim you must contact the fabricator where Pental Quartz was purchased within 30 days of failure. You may also contact Pental Granite & Marble at 206-768-3200 within this time frame.
- III. If you have failed to register your installation, or for some reason no registration is on file, Pental Granite & Marble 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 Pental Quartz, the certified installer who performed the installation, the date of installation and the owner of the property, as defined above, who purchased Pental Quartz, and to whom the warranty was issued.
- IV. This warranty applies to Pentalquartz products supplied by Pental Granite & Marble. In no way does it apply to any other products or materials supplied by any other manufacturer or supplier, including other quartz products.

- V. Pentalquartz must be maintained according to the Care and Maintenance guidelines to be eligible under this warranty. These guidelines are available at: www.pentalquartz.com/resources/pentalquartzCare.pdf
- VI. This warranty is valid only for Pentalquartz installed in a single family residence, and only when the owner is the primary occupant.
- VII. This warranty is valid only when Pental Quartz was permanently installed and has not been moved from its original installation.
- VIII. This warranty only covers materials that have been paid in full.
- IX. In order to receive redress under your warranty claim, you must grant access to Pental Granite & Marble 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.
- X. Pental Granite & Marble will repair or replace, at its discretion, material covered under this warranty that failed due to manufacturing defect.
- XI. In the event of replacement, exact color match to claimed material is not guaranteed, due to variations in the manufacturing process.
- XII. 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.
- XIII. This warranty is transferable only under the following conditions: the initial owner, as defined above, must have registered the warranty with Pental Granite & Marble, the registered owner must submit in writing, to Pental Granite & Marble, the name and phone number of the new owner, as well as the address of the single family residence where Pental 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.
- XIV. Any warranty that has been transferred will be prorated. That warranty will be valid for only ten (10) years from the original installation date.
- XV. Pental Granite & Marble 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 Pental Granite & Marble.

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. Pentalquartz 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 Pentalquartz 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. Pental Quartz care and maintenance guidelines are available at:
www.pentalquartz.com/resources/pentalquartzCare.pdf
- 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 or 8" for 2cm 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 Pental Quartz, by non certified 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 Pental Granite & Marble for Pentalquartz.
- 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 by Pental Granite & Marble. 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 Pental Granite & Marble 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. Pental Granite & Marble wants you to get years of satisfaction from Pentalquartz. Please be sure to read and understand all aspects of having a honed surface in your home. You may view the Pental Quartz Care instructions at:
www.pentalquartz.com/resources/pentalquartzCare.pdf.
- 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 Pentalquartz 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.

Pental Granite & Marble 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.

Pental Granite & Marble 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 PENTAL 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 PENTALQUARTZ AND PENTAL GRANITE & MARBLE, 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.