

### **Commercial 5-Year Limited Warranty**

IceStone, LLC (“IceStone”) will warrant from 5 years from the original date of installation durable surfaces that fail due to any manufacturing defect when fabricated and installed by an IceStone Certified Fabricator and when purchased directly from IceStone or an authorized distributor. A list of IceStone Certified Fabricators and authorized distributors can be obtained by calling IceStone at (718) 624-4900 and is also available at [www.icestoneusa.com](http://www.icestoneusa.com). This limited warranty applies to material that has been permanently installed in commercial structures and that have not been moved from the original installation. This warranty is limited to the materials costs of repairing the defect to like-new condition or replacing the surface in kind or with the closest variety in stock. This limited warranty does not cover the costs of labor, transportation, freights, tear-out, demolition, disposal, reinstallation, fabrication or associated costs beyond the original cost of materials to repair or replace the product. The option to repair or replace the material is at the sole discretion of IceStone, LLC. At its sole option, IceStone reserves the right to provide a refund. Although the product is carefully inspected prior to shipping or delivery from IceStone’s location, it is the responsibility of the Owner or Owner’s Representative to thoroughly inspect the product upon its receipt. Any damage to the product thereafter is the responsibility of the Owner. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation. Final inspection and approval of the installation is also the Owner’s responsibility. This limited warranty also does not cover any defects that were visible at the time of fabrication and were not avoided during fabrication.

This limited warranty is not transferable. Under no circumstances shall this limited warranty exceed five (5) years from the date of installation. This limited warranty is issued to the original owner of the structure in which the IceStone product was installed and expires upon transfer of the ownership of the structure to a third party. **In order to activate this limited warranty, the Owner must register the product within thirty (30) days of the date of installation, per the instructions below.**

## GENERAL TERMS AND CONDITIONS

- A. This limited warranty applies to product that was installed and registered after March 28, 2011 in California, after September 1, 2011 in New York, and after January 15, 2012 in the rest of the U.S. and Canada.
- B. This limited warranty applies to only IceStone durable surface products manufactured after January 1, 2009.
- C. This limited warranty applies only to product that has been maintained according to the most recent IceStone Care and Maintenance Guidelines, which can be found at [www.icestoneusa.com](http://www.icestoneusa.com).
- D. To request service under this limited warranty the Owner must contact the company that sold the product or IceStone directly at (718) 624-4900 within thirty (30) days of noticing the failure of the product.
- E. The Owner must register the product within thirty (30) days of the date of installation in order to activate the limited warranty. To register, the Owner must complete the form available at [www.icestoneusa.com](http://www.icestoneusa.com) or call (718) 624-4900. The Owner must agree to cooperate with IceStone or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this limited warranty.
- F. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to offer any warranty or promises on behalf of IceStone with respect to IceStone products.
- G. Commercial property shall consist of any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels or other temporary residence applications.
- H. This limited warranty does not apply to IceStone surfaces that a fabricator purchases from another fabricator, regardless of whether either fabricator is a Certified Fabricator.

## EXCLUSIONS

- 1. This limited warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by IceStone in, but not limited to, the most recent IceStone Fabrication Guidelines. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- 2. This limited warranty does not cover any consequential damages claimed to result from the defect.
- 3. This limited warranty does not cover products and/or services that have not been paid in full.
- 4. This limited warranty does not cover products installed as flooring applications or as vertical applications.
- 5. This limited warranty does not cover products installed in any outdoor applications.

6. The limited warranty does not cover product installed in moving vehicles including but not limited to recreational vehicles (RV's), trailers, aircraft, boats, ships, or other watercraft.
7. This limited warranty does not cover improper use or abuse. "Improper use or abuse" includes, but is not limited to: damage from mishandling or misuse; damage from direct exposure to excessive heat, flames, or uneven exposure to weather conditions; physical or chemical abuse and damage from improper care and maintenance including any harsh chemical damage. Please note that abusive treatment to product edging may result in chipping and loss of glass aggregate. This is not considered a product defect and can often be repaired by an IceStone Certified Fabricator at the Owner's cost.
8. This limited warranty does not cover product that has been damaged due to heat lamps, soup wells, radiant heat, shower trays, shower pans, steam showers, steam rooms and saunas.
9. This limited warranty does not cover chips or other excessive impact damage in the product. This limited warranty does not cover scratches. IceStone is a very hard material and scratch resistant, but not scratch proof. Proper care must be exercised including the use of a cutting board.
10. This limited warranty does not cover seam appearance, seam performance, adhesives, caulk or other accessory items. These issues are not considered material defects and are subject to proper care and maintenance by the Owner.
11. This limited warranty does not cover routine maintenance and minor conditions such as stains, acid etching and water spots that are a function of proper care and maintenance as outlined in the most recent IceStone Care and Maintenance Guidelines.
12. This limited warranty does not cover securing mechanical fasteners directly into the material that were not secured in accordance with procedures as outlined by IceStone, LLC in, but not limited to, the most recent IceStone Fabrication Guidelines.
13. This limited warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by IceStone which are not supported in accordance with procedures as outlined by IceStone in, but not limited to, the most recent IceStone Fabrication Guidelines.
14. This limited warranty does not cover any creative use of the material including but not limited to bending or curving. This limited warranty does not cover material that has been milled or reduced in thickness.
15. This limited warranty does not cover the installation of sinks.
16. This limited warranty does not cover chips or cracks, or any other damage that are a result of "dry" cutting or polishing or are a result of not following the minimum requirements for edging details as prescribed in the most recent IceStone Care & Maintenance Guidelines.
17. This limited warranty does not cover mitered edges where the joint is not cut correctly.
18. Samples are only representative and are not an exact replication or what will be installed. This limited warranty does not cover natural variations in color, size, shape and distribution

of the pattern of the glass aggregate or the natural variations in concrete tone. These characteristics are inherent and unique aspects of the product and should be expected.

19. This limited warranty does not cover cases in which the Owner does not like the color or finish that she or he selected.
20. This limited warranty does not cover the altering of any factory applied finish. This limited warranty does not cover temporary marks that are common to honed finishes such as metal marks, fingerprints, or other signs of daily living. This limited warranty does not cover “in-shop” applied finishes by a fabricator, including a Certified Fabricator.
21. This limited warranty does not cover what is referred to as irregular shape or size of aggregates. IceStone is a product derived of natural and recycled materials and a certain level of irregularities are inherent in the product and do not affect the structural integrity of the material.

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

EXCEPT TO THE EXTENT EXPRESSLY STATED HEREIN OR OTHERWISE REQUIRED BY APPLICABLE LAW, ICESTONE, LLC EXPRESSLY EXCLUDES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

ICESTONE, LLC 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 INABILITY TO USE, OR DELAYS IN INSTALLATION OF OR REPAIRS TO, THE PRODUCTS COVERED BY THIS LIMITED WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE OR PROVINCE.

#### GENERAL LIMITATIONS

IceStone’s obligations under the Commercial 5-Year Limited Warranty is limited solely to the materials cost associated with the repair or replacement of the failed surface product. Such repair or replacement, however, shall not include the performance or cost of any other repairs or modifications that may be necessary to achieve the actual repair or replacement of the failed surface product (such as, for example, any plumbing, electrical, tile, cabinets, flooring, or wall

surfacing repairs or modifications, etc.). Such other repairs and modifications shall be the responsibility of the Owner.

In order to obtain service under this limited warranty, the Owner must permit his/her IceStone Certified Fabricator or IceStone's authorized agents to inspect his/her IceStone surface product at his/her residence. Also, the Owner must reasonably cooperate with his/her Certified Fabricator and IceStone agents in the efforts to service this limited warranty.

This limited warranty shall be interpreted exclusively under the laws of New York State.

#### CLAIM PROCESS

To make a claim for the Limited Warranty you must email [customerservice@icestoneusa.com](mailto:customerservice@icestoneusa.com) and provide the following information:

1. Your name, address and telephone number
2. Warranty Registration number
3. Description of the claim
4. Pictures of the installation