

Warranty Information for Certified Granite by A&S Marble and Granite Imports

Residential Ten-Year Limited Warranty for North America

A&S Marble and Granite Imports (A&S for remaining warranty document) warrants to you, the owner of the original installation of Certified Granite by A&S, that upon the following terms and conditions, A&S will repair or replace, at A&S's option, without charge, your installation of Certified Granite by A&S when installed by an A&S Authorized Granite Installer, provided that A&S or its warranty service agent determines that the product has failed due to any defect in conversion or installation during the first ten (10) years from the date of completion of installation of the Certified Granite by A&S.

This warranty will not cover damage caused by physical, chemical or other abuse, normal wear and tear or acts of nature - these include but are not limited to stains (except for the under the limited stain warranty), scratches and/or chips.

General Residential Warranty Terms and Conditions

This warranty only applies to Certified Granite by A&S. This warranty will not cover granite provided by other suppliers or if installed by parties who are not certified or authorized by A&S.

This warranty applies to installations of Certified Granite by A&S that have been permanently installed in residences for countertop usage and that have not been moved from the original, permanent installation.

This warranty will not apply to other installations of granite such as, but not limited to installations in shower walls, boats or recreational vehicles or outdoor uses.

This warranty applies to product purchased and installed after July 1, 2007, for owner-occupied residences and to products purchased by a tenant in a rental dwelling in the United States and Canada.

To obtain service under this limited warranty, you must contact A&S at the address shown at the end of this limited warranty. To qualify for repair or replacement, you must provide the original sales receipt or other documentation acceptable to A&S that demonstrates proof of purchase. The sales receipt or other documentation must clearly show both the date of purchase and the date the installation was performed by A&S or an authorized A&S Installer. Your proof of purchase must identify your granite as "Certified Granite by A&S". If you represent to us that your installation is "Certified Granite by A&S" and upon arrival at the installation site, we determine that your installation is not "Certified Granite by A&S", you will be liable for and charged the standard warranty service trip charge and no repair or replacement will be performed.

You must permit A&S or A&S's authorized agents to inspect the installation of the product. You will reasonably cooperate with A&S in its efforts to perform its obligations under this warranty. All decisions about defects in the conversion shall be made by A&S and communicated to you in a timely manner. Whether A&S performs repair or replacement of your installation, we will seek to obtain the best possible result, but exact color match cannot be guaranteed. Since Granite is created by nature, exact color match to store samples at point of purchase cannot be guaranteed.

If after, or during installation, you decide that you do not like the color you selected or the natural color variations and veining of your installation, replacement is not covered by this warranty. This warranty does not cover the natural characteristics of stone, which include but are not limited to, color variations, water lines or surface marks and blemishes.

Ten (10) Year Stain Warranty:

This warranty shall be null and void unless the products have been paid for in full.

Although natural stone is porous and may therefore result in staining, the A&S warranty will cover food and beverage related stains occurring only during the ten (10) years following the date of original installation, provided, however, that all other stains, such as, but not limited to silicone, automobile oils, paint and putty oils, will not be covered under the warranty at any time.

Should A&S be required to visit your installation for the purpose of repair or replacement in connection with the repair or replacement related to a stain, and it is determined that the stain is not a food and beverage originating stain, then it shall not be covered by this warranty and there will be no service performed. In this case, you will be liable for, and be charged, the cost of the standard warranty service trip charge in effect at that time.

To qualify for coverage under this warranty, you should maintain the countertop in accordance with the guidelines outlined by the Marble Institute of America, (www.marble-institute.com).

This warranty does not cover use of products for "commercial" uses, uses of products exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way. "Commercial use" includes, but is not limited to, use in a store, office or other place of business. "Abnormal use or conditions" includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, and damage from ordinary wear and tear or improper care and maintenance.

Improper care of Certified Granite by A&S may result in staining, scratches or chips. It is recommended that Certified Granite by A&S is cared for accordingly and the countertop is resealed at least once every year with a granite countertop sealer. In addition, this warranty will not cover damage from vandalism, use of improper cleaning solutions or the dropping of heavy objects on the countertop.

A&S is not responsible for damage or injury caused in whole or in part by natural disaster (acts of God), job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism, or accidents.

A&S's obligation under this warranty is limited solely to the repair or replacement including necessary labor charges needed to repair or replace the product covered by this warranty. A&S will repair any area of the material that is determined by A&S or its warranty service agent to be defective. A&S will pay for the cost of the product, labor involved in the removal and replacement of the original installation of the product only and for plumbing and electrical disconnect and reconnect charges to the extent determined necessary by A&S or its warranty service agent.

You will be responsible for any other costs associated with or arising out of the repair or replacement. Should A&S elect to replace your Granite installation, your warranty will continue from the original date of installation and not from the date of repair or replacement.

Except as provided in this limited warranty, A&S shall not be liable in either tort or contract for any loss of direct, consequential or incidental damages arising out of the use or inability to use the product in residential applications covered by this warranty. Some states do not allow the exclusion or limitation of incidental damages, so the above limitation or exclusion may not apply to you. A&S makes no other warranty, representation or guarantee, expressed or implied, with respect to its products, except as expressly stated herein.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state or, in Canada, from province to province.

This is the only warranty made by A&S for Certified Granite by A&S. No one other than A&S is authorized to make or makes any warranty or promise with respect to Certified Granite by A&S. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty or any statement or representation made by any third party, such as a retailer, shall be binding upon A&S unless made in writing and signed by an authorized employee of A&S.

To obtain service under this limited warranty, contact the source from whom you purchased Certified Granite by A&S. For more information about this warranty, please contact A&S Marble and Granite Imports directly by writing or calling:

A&S Marble & Granite Imports
5351 Royal Woods Pkwy
Tucker, GA 30084
770-414-5123

This warranty policy effective July 1, 2007.

I have read and understand this warranty document provided to me by A&S Marble & Granite Imports. I understand that by signing this warranty document, I am agreeing to the terms set by A&S Marble & Granite Imports, including those regarding purchase, installation, product care, inspection, and product replacement.

Print Full Name

Signature

Address, City, State, Zip Code

Date

Fabricator

Material

Slab Numbers

Invoice Number