

**SAXUM STONE LLC
LIMITED WARRANTY
NATURAL and ENGINEERED STONE & INSTALLATION**

Natural and Engineered Stone including but not limited to granite, marble, onyx, travertine, quartzite, quartz (hereafter referred to as "stone") products come with a one (1) year installation **labor warranty only**. **No warranty of any kind covering any stone material is implied or expressed.**

Installation services performed by Saxum Stone LLC ("Saxum") such as setting and attaching the countertop and other stone surfaces, sinks and other fixtures, etc. are warranted for a period of one (1) year from the date of installation. Any claims under this warranty must be submitted within that timeframe and evidenced by proper documentation submitted by customer. Such claim will be either recognized or rejected by Saxum within 10 business days. Saxum will not be liable for, schedule, or perform any warranty work covering any products or services for which Saxum has not been paid.

This non-transferrable warranty is limited solely to the repair or replacement of stone which was purchased from Saxum, and to the reinstallation of the stone only if it was originally installed by Saxum. Stone may be repaired or replaced solely at the discretion of Saxum. Alternatively, at its sole option, Saxum may refund up to its original selling price of the stone (upon return of the stone by the customer if requested by Saxum) and/or refund its selling price for installation services. **THE MAXIMUM LIABILITY TO SAXUM IN ANY EVENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID.** In the event of such refund(s) any and all claims will be deemed waived, and Saxum will have no further liability of any kind.

Tolerances for dimensions such as length, depth, overhang, centerline, etc. allow for slight variances from design specifications. Variances not clearly visible or which can be detected only by using measuring devices are not covered under this warranty. Additionally, settling of floors, sub-structures, and cabinets and changes in ambient conditions will result in **misalignment** of installed products, **opening of seams and joints**, and **gaps** where products meet each other and meet walls, none of which are covered by this warranty.

Supporting Trades such as, but not limited to, cabinetry, drywalling, plumbing, electrical, carpentry, foundation layers, appliance dealers, and others have responsibilities for their workmanship and materials which impact the products and services supplied by Saxum. Saxum is not responsible for warranty claims that are attributed to causes originating with Supporting Trades. Saxum shall not be responsible for countertop supporting components installed by others.

Consequential, incidental, minor, or indirect damages of any kind are expressly not covered by this warranty. Such items which are not covered include – but are not limited to – fabrication costs, costs to uninstall or re-install plumbing, electrical work, tile, wall treatments and coverings, delivery charges, loss of use, and any other costs or forms of compensation. Any damage to persons or property resulting from handling or installing by others, or from use of this product is expressly not covered. Specifically included in this exclusion are minor nicks and chips to walls, cabinets, or appliances, cutting into walls to fit countertops, and dust or debris created during installation. Saxum's maximum liability under this warranty arising out of the sale of other products or installation services, based upon warranty or contract, shall never exceed the actual payments received by Saxum in connection therewith.

Some products sold by Saxum may have a limited warranty provided by a third-party manufacturer or vendor. All products which do not include a warranty by manufacturer or vendor are sold AS IS and without warranty. **Sink cutouts will be made in compliance with the sink manufacturers' specifications** as provided online or by use of a template provided by manufacturer or customer. Variations between the cutout and the sink and the manner in which the sink reveal (either positive or negative) conforms to the outline of the sink are expressly not covered under this warranty. Saxum assumes no liability of any kind when the customer requests a cutout to be made that differs in any way from the sink manufacturers published or provided cutout specifications.

Saxum makes no implied or expressed warranty regarding merchantability or fitness for a particular purpose and makes no other warranties, expressed or implied, other than as set forth herein. No fabricator, installer, dealer, agent, or employee of Saxum has authority to modify the obligations or limitations of this warranty. This warranty is issued only to the party whose signature appears on this warranty, or if no signature appears, the party by whom Saxum was paid, and is **not transferable**. However, this warranty also governs any claims which may be filed by the original end-user.

The following guidelines are intended solely to clarify an understanding of certain properties, characteristics, or conditions, associated with Saxum products and installation services. They *do not represent all* of the properties, characteristics, or conditions which may be covered or which may be excluded from coverage under this warranty.

Color and veining: Stone countertops are composed of natural materials and are subject to variations in background color, veining distribution and veining pattern. The color, shade, veining, color concentrations (blotches), and any other variances in the appearance of stone will exist and will vary between a sample you may have used in the selection process and the actual stone(s) used on your project, between two stones, and even within the same

stone. Such naturally occurring variations are to be expected in stone and are not considered defects.

Finish: Your countertop will come with a polished finish (unless ordered in another finish). Irregularities in the finish and gloss levels of natural materials like stone are common, reflecting the unique natural patterns and finish that give each stone countertop its distinctive appearance. Finish and gloss will vary from piece to piece and on the same piece.

Surface irregularities and thickness: Natural stone is composed of minerals and is earth-formed over hundreds of millions of years. Fissures, pitting, mineral pooling, and other naturally occurring features in stone should not be considered as defects, and are not covered under this warranty. The thickness of stone slabs vary, therefore thickness designations (i.e. 3 centimeter) are nominal rather than exact. When pieces of different thicknesses are joined, it is common practice to grind the underside of one piece to blend evenly with the other piece.

Seaming: Placement of seams (including the use of "rails") is solely at the discretion of Saxum, will be discussed at the time of template and finalized during engineering. Seams will be visible to the eye and touch. Every effort will be made to ensure the seam is placed in the best location for the structural integrity of the countertop and to make it aesthetically pleasing. Due to the unique characteristics of stone, it is not possible to guarantee a match in color, veining (including the direction of veins) or finish when seaming two pieces together. Additionally, stone slabs may contain some bowing or warping, therefore in some instances seams may not be level across their entire length.

Staining: All natural stone is sealed after installation. Annual sealing is recommended to enhance stain resistance, and such sealers may be purchased easily. When properly sealed and maintained, stone countertops are generally quite stain-resistant to common beverages and foods. In those instances when a stain occurs, it is generally not possible to remove it, and such stain is not covered under this warranty. It is very possible for certain chemicals and cleansers to stain stone. If such liquids are spilled on stone, they should be wiped off immediately with soap and water. Saxum, as well as most home centers, sells a line of products designed specifically for the care of stone countertops. Additionally, you may use warm soapy water or mild household cleaning agents to clean your countertop. Avoid strong chemicals and solvents. Do not use nail polish remover, permanent markers, inks, oil soaps, furniture cleaners or paint strippers on the countertop. Also, avoid using high alkaline/PH level cleaners, such as oven cleaners on the countertop.

Scratching: Many types of stone countertops (i.e. granite) are extremely hard surfaces and very resistant to scratching. In the rare instance when a scratch is discovered, it is generally not possible to repair or remove it. The top should not be used as a cutting surface since it will dull your knives. The use of cutting boards is recommended.

Temperature: Stone countertops are very heat resistant and unlikely to scorch. Thermal shock or cracks may occur if the countertop is subject to extreme temperature changes. It is recommended that you protect your countertop from extreme heat by using trivets or hot pads, as damage resulting from heat is not covered under this warranty.

The following is an excerpt from Section 14 of "A Homeowner's Guide to Natural Stone Countertop Installation" published by The Marble Institute of America and is an integral part of this warranty:

Fissures occur naturally in many stone types. A fissure is defined by the American Geological Institute as "an extensive crack, break, or fracture in the rock, which may contain mineral-bearing material." The term "fissure" is used commercially in the stone industry to describe a visible separation along intercrystalline boundaries or the voids between mineral crystals. This separation may start and stop within the field of the stone or extend through an edge. A fissure differs from a crack in that it is a naturally occurring feature in the stone.

Cracks occur in stones as a result of mechanically induced stresses during handling, fabrication, transport, or installation. When cracks are detected in slab material *prior to fabrication*, the best method is to simply avoid them during the layout process. In stones with lesser soundness properties, this option may not be possible. When working with such stones it is common practice to repair cracks by cementing them together with epoxy or polyester resin. Repaired cracks are not indicative of defective product or workmanship, and are specifically not covered under this warranty.

Chips can occur in stones either as a result of sawing operations or handling. Chips may be repaired with epoxy or polyester resin if the completed repair is consistent in color and texture with unrepaired areas of the slab.

Pitting of the countertop surface, particularly in granite, is a common characteristic of natural stones. Granites are made up of several different minerals, each mineral having a different hardness. Granites contain quartz, feldspars, biotite, amphibole, ferrous titanium oxides, and other minerals. On the Mohs Scale, diamonds are the hardest mineral, with a rating of 10. Quartz and feldspar have a hardness of 6.5 to 7 and are very durable. Biotite (mica) is very soft (2.5) and flakes easily. All true granites have biotite in their composition. Because biotite is soft and flaky, the first few layers are removed during the polishing process, causing pits throughout the slab. Some granite have more biotite throughout their composition than others. The higher the biotite content of the stone, the more pits it will have. Most polished igneous rocks will have varying degrees of pits, depending on the amount of biotite, muscovite, and phlogopite in their composition. The pits do not make the granite less durable or otherwise inferior. Pits are common in all granites and should be expected.