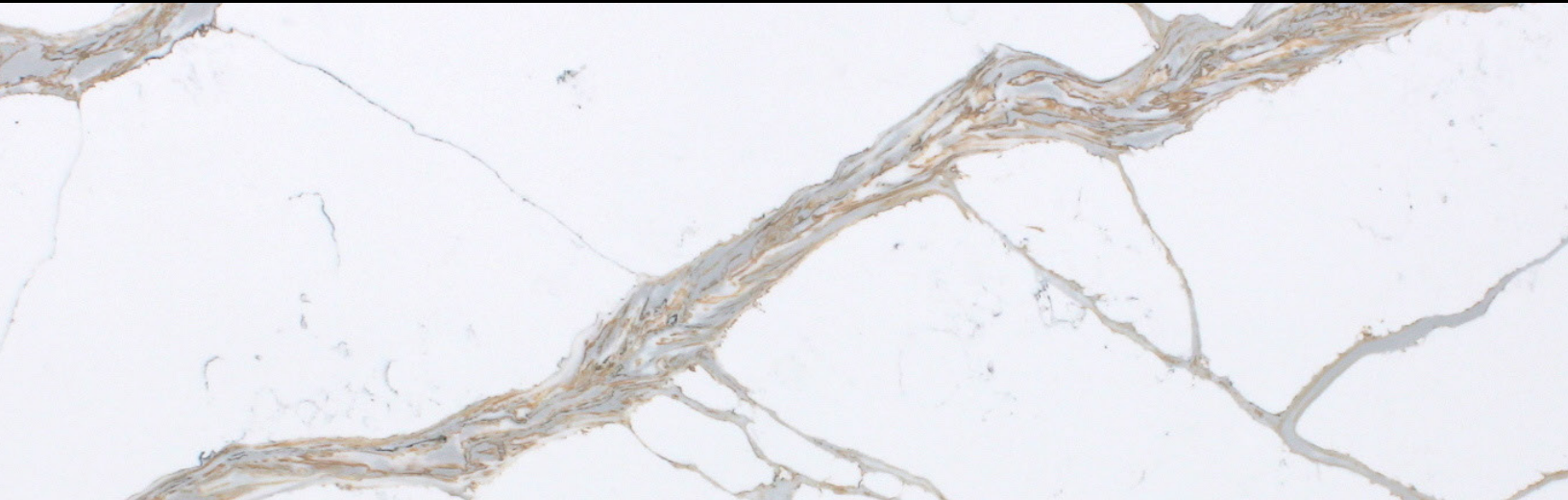


**VARIANT™**  
S U R F A C E S

# Residential Warranty



Variant surfaces will warrant from the original date of installation for material that fails due to a manufacturing defect when fabricated and installed in private single-family residences by an authorized fabricator. This residential lifetime warranty is limited to the original purchaser where Variant surfaces has been installed and is non-transferable. All decisions regarding this warranty are at the sole discretion of Variant surfaces. No other distributor, fabricator, or other persons are allowed to warrant any promises on behalf of Variant surfaces.

Variant surfaces will determine whether the materials failed due to a manufacturing defect and at our discretion will repair or replace such materials. Variant surfaces will reach the best resolution possible, exact color match is not guaranteed.

## TERMS AND CONDITIONS

### **This warranty applies to material installed after MAY 1, 2021.**

- This warranty applies only to Variant surfaces material and does not apply to any other products.
- This warranty applies only to Variant surfaces material that has been permanently installed in the interior of
- single-family residences and has not been moved from original installation.
- This warranty only applies to a residence where the owner is the occupant.
- This warranty only applies to material that has been paid in full. This warranty only applies to materials that have been maintained according to Variant surfaces, Care & Maintenance instructions
- Once Variant surfaces material is installed, you must register your warranty within 30 days, A copy of your original receipt or invoice showing the name of the distributor or fabricator.
- To request service under this warranty please contact Variant surfaces directly.

### **Warranty Exclusions**

- A residence where the owner is not the occupant.
- Exterior installations Variant surfaces product used as flooring materials.
- Variant surfaces product used in commercial not limited to, application such as, but use in stores, rental properties, offices or any other place of business.
- Improper use or abuse including but not limited to, damage from mishandling the product, damage from excessive heat or uneven exposure to weather elements, physical or chemical abuse and damage from improper care and maintenance.
- Impact damage

- Scratches- Variant surfaces is very scratch resistant, but it is not scratch proof. Proper care must be exercised including the use of a cutting board as a part of your care and maintenance.
- Routine maintenance, this includes but is not limited to; removing of surface stains or water spots. Follow the directions in the care and maintenance section
- Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- Defects that were visible at the time of fabrication and that were not avoided during fabrication. Fabricators are required to perform a visual inspection of all material prior to fabrication and again prior to installation.
- Seam appearance and performance, adhesives, caulks, or other accessory items. Once the product is installed, the main cause of seam separation or cracking are; shifting or movement of the substrate, cabinets or foundation and thermal shock. Thermal shock can occur when a hot pan, dish or other hot object is left on the countertop for more than a brief time. Trivets or hot pads should be used at all times. These issues are not material defects and are subject to proper care and maintenance by the owner.
- Chemical damage
- Creative material uses such as thermal bending or curving
- Material that has been reduced in thickness
- Sink installations
- Mechanical fasteners directly into the material
- Inadequate support for the installation Damage cause by dry cutting or dry polishing
- Any alteration of the factory applied finish
- Any additional modifications such as plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to repair or replace the Variant surfaces product covered under this warranty.
- Natural variations in color, size, shape or distribution of the pattern or the background of the Variant surfaces product. These characteristics are inherent and unique characteristics of the product. Color samples provided to consumers are only representative and not an exact replication of what will be installed in your home.
- Variant surfaces 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, vandalism or accidents.
- Variant surfaces 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.

THE FOREGOING IS THE COMPLETE WARRANTY FOR VARIANT SURFACES AND SUPERCEDE ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN EXCEPT A EXPRESSLY SET FORTH ABOVE. NO OTHER WARRANTIES ARE MADE WITH RESPECT TO VARAINT SURFACES. VARAINT SURFACES EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.