



10
year

LIMITED
WARRANTY
COMMERCIAL

CIMSTONE[®]
AKG Trading (USA), Inc.

CIMSTONE[®]

COMMERCIAL WARRANTY (SLABS ONLY)

This Cimstone Slab is warranted as follows: AKG Trading (USA), Inc. (DBA "CIMSTONE") warrants to the owner of the original installation that Cimstone slabs, when manufactured by Cimstone, shall be free of manufacturing/material defects for 10 years. This warranty applies to the repair or replacement of defective Cimstone slab that has been permanently installed and has remained in its original location. The option to repair or replace is at the sole discretion of AKG Trading (USA), Inc.

AKG Trading (USA), Inc. makes no express warranty in respect to the Cimstone slab. If any model or sample was shown, that model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the model or sample. AKG TRADING (USA), INC. DOES NOT WARRANT THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

AKG Trading (USA), Inc. sole responsibility and liability under this warranty shall be to repair, or to replace, at AKG Trading (USA), Inc.'s sole option, the products shown to be defective, during the warranty period. If AKG Trading (USA), Inc. cannot replace the goods and repair either is not commercially practicable AKG Trading (USA) may choose to refund the purchase price. However, AKG Trading (USA), Inc. shall have no liability for any loss, expense or damage, as a result of the installation of Cimstone material. Under no circumstances shall AKG Trading (USA), Inc. be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

In order to obtain performance of any obligation under this warranty, the original owner must provide AKG Trading (USA), Inc. with prompt notice of any alleged defect by contacting Warranty Services at (714) 738-6088. AKG Trading (USA), Inc. or its authorized agents must be permitted to inspect the product and to follow our warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by AKG Trading (USA), Inc. and shall be final and binding on all parties. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of AKG Trading (USA), Inc. with respect to Cimstone slab.

In the event of defect covered under this warranty, AKG Trading (USA), Inc. shall have the sole discretion whether to repair or replace Cimstone slab (not including the cost of installation and/or fabrication). Without derogating from the aforementioned, replacement of defective Cimstone slab will be subject to inventory constraints. In addition, the replaced slab may not be exactly the same as the defective slab.

TERMS and CONDITIONS

This 10 year limited warranty applies only to product installed after November 2015.

1. This warranty applies only to Cimstone slabs. This warranty does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except AKG Trading (USA), Inc.
2. This warranty applies only to Cimstone materials that are permanently installed in commercial structures and that have not been moved from their original installation
3. This warranty does not apply to unoccupied structures.
4. This warranty does not cover materials and/or services that have not been paid in full.
5. This warranty only applies to materials that have been maintained according to Cimstone Warranty and Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.CimstoneUs.com.
6. Following installation, you must register your product within twenty-eight (28) days in order to activate your warranty.
7. Complete the online warranty registration form at <http://www.CimstoneUS.com> In the event that no record of your warranty is on file, you must provide proof of purchase in the form of your original receipt or invoice showing the name of the Owner and Certified Cimstone Manufacturer. Upon receipt of this original documentation AKG Trading (USA), Inc. will fully honor this warranty. You must agree to cooperate with AKG Trading (USA), Inc. or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.
8. To request service under this warranty you must contact the company who sold you Cimstone slab or contact AKG Trading (USA), Inc. Warranty Services directly at (714) 738-6088 promptly within 21 days.

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9. Laws and building safety regulations governing the design, engineering and construction of installations vary widely. AKG Trading (USA), Inc. assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.

10. 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.

11. This commercial warranty is not transferable. This warranty is issued to the original owner of the structure in which Cimstone slab was installed and expires upon transfer of the ownership of the structure to a third party.

The exceptions and exclusions from the terms of this warranty are as follows:

1. Routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the AKG Trading (USA), Inc. Care & Maintenance guide are not covered.

2. This warranty does not cover Cimstone products after being cut.

3. This warranty does not cover Cimstone products used in outdoor applications.

4. This warranty does not cover Cimstone products used in flooring applications.

5. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.

6. This warranty does not cover failures due to third party manufacturers failing to follow the prescribed fabrication and installation procedures as outlined

by AKG Trading (USA), Inc. Improper fabrication and/or installation is the sole responsibility of the fabricator/installer.

7. This warranty does not cover chips or other excessive impact damage to the product.

8. This warranty does not cover surface scratches. Cimstone slab is an extremely durable material and is scratch resistant but not scratch proof. Reasonable care should be taken including the use of a cutting board.

9. This warranty does not cover products installed with a known or visible manufacturing defect at the time of installation, including, but not limited to, color variance particularly at seam locations.

10. This warranty does not cover seam performance or seam appearance, adhesives, caulks or any other accessory items. Once the product is installed the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets, foundation or thermal shock.

11. This warranty does not cover any creative use of the product including bending or curving.

12. This warranty does not cover product that has been milled or otherwise reduced in thickness.

13. This warranty does not cover the installation of sinks, other plumbing fixtures or appliances.

14. This warranty does not cover altering of the factory applied finish.

15. This warranty does not apply to products with "honed" finishes. Honed finishes require more daily maintenance and may not be appropriate for high traffic areas.

16. This warranty does not cover mitered edges where the joint is not cut correctly.

17. This warranty does not cover natural variations in color, size, shape or distribution of the pattern of the natural quartz or the natural variations in

background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to architects, designers, dealers, consumers and fabricators are only representative and not an exact replication of what will be installed.

18. This warranty does not cover what is referred to as spots or "beauty marks" smaller than a ten-cent (10) piece. A certain level of spots or "beauty marks" are inherent in the manufacturing process and do not affect the structural integrity of the product.

19. Cimstone shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair or replacement of a defective Cimstone slab covered under this warranty.

20. This warranty does not cover damages caused by work such as plumbing, electrical, tile, cabinets, flooring, etc. placement of a defective Cimstone slab covered under this warranty.

21. This warranty does not cover product that has been moved from its original installation location.

22. Cimstone materials contain important information on the back of each slab. Removing of this product information shall void the warranty.

AKG Trading (USA), Inc. 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, accidents or acts of vandalism.

AKG Trading (USA), Inc. shall not be responsible either in 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.

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