

Pomerania™ Quartz 10-Year Limited Warranty

Thank you for choosing Lighthouse Cabinet and Countertops, Inc. as your premier provider of Pomerania™ Quartz! Our continued commitment lies within the complete satisfaction of each and every product we sell. We look forward to continuing our relationship with you in the future, and should you have any suggestions on how we can serve you better, please do not hesitate to give us a call.

Lighthouse Cabinet & Countertops (Lighthouse) hereby warrants to the original owner (the "Owner") of the structure in which the Pomerania™ quartz (the "Product") was installed; is free from defects in material and workmanship for a period of ten (10) years from the **date of this Project's Substantial Completion**. This warranty does not cover defects deriving from the installation of the Product as performed by an installer that is not approved by Lighthouse and shall only apply when the Product is properly installed by a Lighthouse approved technician and is maintained properly by individuals with technical skill and knowledge in the affected areas.

Please Note: This warranty is subject to the exclusions set forth below and is only valid if the Product is maintained properly and used for its intended purpose.

1.0 - General Terms and Conditions:

Lighthouse DISCLAIMS any express or implied warranties of merchantability, fitness for a particular purpose, or any other warranty of quality. This Limited Warranty between the Owner and Lighthouse supersedes all prior negotiations, warranties, and communications, be those written or oral.

The Product provided for this project is the only product warranty made by Lighthouse for Pomerania™. No representative, dealer, employee, installer, or any other person is authorized to make or modify this Limited Warranty. Furthermore, the aforementioned cannot make any warranty, representation or promise on behalf of Lighthouse with respect to the Product. No terms or conditions other than those stated herein, and no agreement or understanding, be it oral or written, in any way purporting to amend this Limited Warranty shall be binding upon Lighthouse, unless made in writing and signed by an authorized Officer of Lighthouse.

Any claims by the Owner covered by this warranty shall be ameliorated at the sole option of Lighthouse. Lighthouse's options for rectification include repair, refund, or replacement of the defective Product provided for this project during the warranty period. Once the installed Product is accepted by the Owner, Lighthouse does not assume any responsibility or liability for expense, damage, or any other loss, ensuing from or in connection with the installation of the Product.

Lighthouse shall not be liable for consequential, special, indirect, direct, punitive, incidental, or any similar damages, including: damages for loss of business profits, business interruption or any other loss, etc., whether or not caused by or resulting from the negligence of Lighthouse, even if Lighthouse has been advised of the possibility of such damages.

This Limited Warranty gives the Owner specific legal rights, and the Owner may have other rights, which vary from state to state. For instance, some states do not allow the exclusion or limitation of incidental or consequential damages. The Owner hereby agrees that any disputes regarding this Limited Warranty and Its coverage shall be submitted solely to the jurisdiction of the state courts for Cherokee County, GA. The Owner also agrees and understands that this Limited Warranty is governed by and interpreted under the laws of the State of Georgia, without giving effect to provisions regarding conflicts-of-law.

All claims must be made in writing and sent to <u>warranty@lcandc.com</u> with appropriate documentation (e.g. pictures, date of substantial completion, and proof of purchase) for the claim. If you have any questions about your warranty coverage or how to file a claim, you can contact us by phone at 770-702-2266 or email us at <u>warranty@lcandc.com</u>.

2.0 - Exclusions:

This Limited Warranty is null and void unless the Product is paid for in full.

The Owner must provide proof of purchase for this Limited Warranty to be valid. This Limited Warranty expires upon transfer of the ownership of the structure to a third party.

This Limited Warranty applies only to Pomerania™ quartz that was permanently installed and provided by Lighthouse. Lighthouse makes no warranty whatsoever regarding the materials produced and installed by other manufacturers.

This Limited Warranty only applies to Product that has been installed for interior use only and it does not cover application of the product, such as, but not limited to, thresholds or other high foot traffic areas, shower trays and in other areas of high heat and steam, such as saunas and steam rooms. Furthermore, this Limited Warranty does not cover Products that are installed outdoors, including outdoor areas that are partially covered or sheltered.

This Product is not a structural support. If the Product is used as a structural support and if It and any product that It is supporting gets damaged, neither products are covered by this Limited Warranty. This Product must be properly supported for this Limited Warranty to be bonafide.

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This Limited Warranty only covers damages including, but not limited to, cracks, chips, or scratches to the Product that are discovered by the Owner within 72 hours after receipt of the Product. This Limited Warranty does not apply if the Product is subject to damage due to: improper storage, neglect, mishandling, outdoor use, abnormal use, physical or chemical exposure or abuse, direct or sustained heat, sudden change in temperature, exposure to extreme temperatures, force, pressure, misuse, or loading applied from: a person, tools or other hard and dense objects. Any damage to the product that is discovered after 72 hours of receipt is the responsible of the Owner. Furthermore, if Lighthouse was contracted for the installation and damages are discovered after final inspection and approval of the installed material, the associated costs are the responsibility of the Owner.

Lighthouse is NOT responsible for any damage or injury caused by in whole or in part by job site conditions, exterior installations, architectural and engineering design, structural movement, acts of vandalism, accidents, or acts of God. There are many variations in the laws and building and safety codes that govern the design, engineering and construction of installations. Lighthouse assumed NO responsibility or obligations with respect to the selection of its Product for the installation or the design, engineering and construction of the installation.

This Limited Warranty does NOT cover transportation or freight costs or the costs associated with labor, some of which are, the costs of removing, demolishing, disposing, and reinstalling. Lighthouse will only cover the cost of the Product or its replacement.

3.0 - Care and Maintenance:

Use warm water and wash countertops with a soft cotton cloth. Dilute mild soap, (e.g. Dawn® Ultra Free & Gentle) in warm water if desired.

Keep surfaces clean by dusting frequently and wiping up spills immediately, making sure to clean the affected area with warm water and a soft cloth.

Do NOT apply any sealers, penetrants or topical treatments to Pomerania™.

Please Note: Pomerania™ in Honed or Matte finish shows daily living more frequently and therefore requires more daily maintenance than Pomerania™ in a Polished Finish.

Pomerania™ is chemical resistant but not chemical proof. Avoid exposing Pomerania™ to caustic chemicals and cleaning products that contain strong alkaline, strong acid or the like (whether high, neutral, or low pH). Some products that fall under these categories are oven cleaners, paint remover, bleach, and tarnish.

Pomerania™ is scratch, chip, and fracture resistant but not scratch, chip and fracture proof. Protect the surface when using metal utensils or tools, cutlery and cookware, during where such items are being used. Avoid applying force on the stone, especially with dense, hard, or metallic objects. Do NOT scrub Pomerania™ with abrasive products such as pumice, steel wool, or scrubbing pads.

Pomerania™ is heat resistant but not heat proof. Avoid direct contact with extremely hot or cold objects as well as sustained heat of hot or cold objects. Sudden and/or rapid change of temperature may cause damage to Pomerania™. Use a hot pad or trivet to protect the stone.

LC&C does not make any representation or warranties of the usefulness or expected result of the information and does not assume any responsibility whatsoever related to the use of the information. These tips are for informational purposes only and should be used by individuals with technical skill and knowledge of the affected area.

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