

15-YEAR LIMITED STAIN WARRANTY SEALER

Warranty Terms & Conditions

The Frye Granite 15-year limited warranty sealer warrants to the purchaser of natural stone countertop(s) that the countertop will be resistant to stains caused by common food and beverages made for human consumption for a period of **15 years** from the date of installation. This warranty is offered and administered by Frye Granite, LLC. A copy of your warranty documents will be left with you at the time of installation by the installer.

REQUIREMENTS

To receive coverage under this limited warranty, the countertop must be:

- Owned by a registered owner; Paid for in full, as evidenced by a valid proof of purchase (the original receipt for the countertop(s) from Frye Granite, LLC.).
- Installed by Frye Granite, LLC, in accordance with established industry standards, as evidenced by Frye Granite, LLC representative's signature on the warranty registration form certifying such installation.
- Your warranty will start and be effective after the invoice for materials and this warranty has been paid in full;

If the registered owner sells or transfers the property on which the countertop is installed, the new owner of the property may become the registered owner at no cost by contacting Frye Granite, LLC.

EXCLUSIONS

This limited warranty only covers covered claims and does not cover any claims by the purchaser resulting from:

- Damage caused by improper use or care such as but not limited to: subjecting the countertop to excessive weight in a concentrated area by standing on it or otherwise placing a heavy load on it; dropping a hard or heavy object on the countertop; subjecting the countertop to caustic or abrasive chemicals; subjecting the countertop to extremes of temperature; Damages to the countertop that occur during its shipping, transportation or installation; Accidents, neglect, abuse, negligence, mishandling or alteration of the countertop or damage to the countertop caused by acts of God or vandalism.
- Any outdoor or commercial use of the countertop, including without limitation, use of the countertop in hotels, stores or restaurants.
- Variances in the countertop's natural characteristics, including without limitation, veining, pitting, inclusions, fissures, variations in color, surface grain and gloss level. Granite is a natural product, not a man-made product, and any or all of these characteristics may be present in the countertop.

WHAT WILL WE DO?

Upon Frye Granite, LLC's receipt of a warranty claims from the purchaser, and upon determination that the purchaser's claim is a covered claim, Frye Granite, LLC will:

- In the case of a stain claim, set up an appointment for a Frye Granite, LLC representative to inspect and if possible, remove the stain; or
- If Frye Granite, LLC is unable to resolve a claim covered after performing the foregoing actions, Frye Granite, LLC will choose either to:
 1. replace the granite piece of the countertop affected by a covered claim with the same or a comparable product, or
 2. at the sole discretion of Frye Granite, LLC, replace the entire area with the same or comparable product, or
 3. if a color upgrade is chosen, the difference in cost will be at the expense of you the customer

Natural granite varies greatly from piece to piece and Frye Granite, LLC makes no assurance to purchaser that any such replacement granite will match the countertop installed in the purchaser's home. Any replacement granite provided by Frye Granite, LLC, to the purchaser under this limited warranty will be covered under this limited warranty during the remaining warranty period. Frye Granite, LLC makes no warranty, express or implied, as to the fitness or merchantability of the countertop for any particular use or purpose other than as set forth expressly herein. Frye Granite, LLC shall not be liable for any special, indirect, incidental or consequential damage, losses or expenses arising either directly or indirectly from the failure of the countertop.

Frye Granite, LLC shall not be responsible or liable for any delays that may arise in performing obligations under this limited warranty due to any cause beyond control, including without limitation, acts of God, acts of governments, material shortages or delays, fires, floods, or labor problems.

