

COMMERCIAL 10 YEAR LIMITED WARRANTY

Pental Granite & Marble offers this warranty to the owner of the property at the time of installation and covers failure of Pentalquartz due to manufacturing defects. Claims relating to faulty installation are not covered by this warranty and must be addressed with the installer. Warranty is valid when fabricated and installed by a Certified Fabricator of Pentalquartz, in accordance with procedures set forth by Pental Granite & Marble, for a period of ten (10) years from the original installation date.

This warranty applies to the repair or replacement of defective material. Resolution of the claim is at the sole discretion of Pental Granite & Marble. Pental Granite & Marble is not responsible for any other costs that could be associated with the repair or replacement of material, including but not limited to: removal, disposal, fabrication, installation, repair or replacement of collateral damage.

Owner of property must allow Pental Granite & Marble, or its authorized agents, access to inspect and assess the validity of the claim. Pental Granite & Marble is the sole arbiter with regard to the existence of manufacturing defects and the application of the warranty. Pental Granite & Marble's findings shall be binding to all parties.

Pental Granite & Marble shall in no way be held liable for any loss, expense or damage. Pental Granite & Marble shall not be, under any circumstances, liable for any other damages, including but not limited to: indirect, punitive, lost profits, business interruption, or any other loss.

In no way, does Pental Granite & Marble make an express or implied warranty for the appropriateness of material for any specific application or purpose.

HONED & SATIN FINISHES:

Pentalquartz offers you not only a wide range of colors, but of finishes as well; including polished, honed, satin, and brushed. Just as each finish has a different look; it also has slightly different characteristics.

PentalQuartz is a beautiful and durable non-porous surface. Some colors are available in our HONED or SATIN finish which offers the soft appearance of a lower sheen compared to the POLISHED finish. The HONED and SATIN finishes require slightly more maintenance than our polished finished materials. Since the honed or satin finish actually creates more surface area to the material it has the potential to show more signs of living from daily use. Possible marks from metal cookware or utensils; fingerprints, food and beverages, and other items placed on, or moved across the countertop, may be visible on the surface. Most marks can be easily removed with a cloth or sponge; or by using household cleaners such as a cleaning eraser or carefully scrubbing with a sponge and a non-abrasive cleaner such as Soft Scrub Advanced Cleaner®. Over time the Honed or Satin finish will develop character and a patina unique to each customer.

Honed and satin finishes can be cleaned using the same products and methods as other finishes, please see our care and maintenance guide at: www.pentalquartz.com

Signing this document acknowledges that you fully understand the unique characteristics of a honed and satin finishes. That it will be more likely to show scuffs, marks, and fingerprints, and it will require more frequent or intense cleaning and maintenance to keep it free from marks.

Warranty issued by Pental Granite & Marble for Pentalquartz covers manufacturing defects; however the temporary marks that commonly occur on honed and satin finishes, are inherent to the material, and are not covered under the terms of the warranty.

TERMS AND CONDITIONS:

This warranty applies to only those products installed after January 1, 2009

- I. To register your installation of Pentalquartz, you may complete the online registration at <http://pentalquartz.com/contact/registration/> or download the registration form from our website at:
<http://pentalquartz.com/wp-content/uploads/2015/09/PQ-Registration-Form.pdf>
- II. and mail it to:
Warranty: Pentalquartz
c/o Pental Granite & Marble
713 S Fidalgo
Seattle WA, 98108
- III. Commercial property shall be defined as any property where commercial transactions occur or where the owner is not the primary occupant. This includes, but is not limited to: areas open to the general public, rental properties, buildings designed for business use, motels/hotels, and other temporary residence applications.
- IV. Pental Granite & Marble has no responsibility or obligation with respect to the selection, installation, design, engineering or construction of the installation.
- V. This warranty applies only to Pentalquartz surfacing materials that are supplied by Pental Granite & Marble. In no way does it apply to any other products or materials supplied by another manufacturer or supplier. Nor does it apply to any quartz products other than Pental Quartz.
- VI. This warranty does not cover any honed finishes used in a commercial application.
- VII. This warranty applies only to Pentalquartz surfacing materials that have been permanently installed in the interior of a commercial structure; and have not been moved or altered from the original installation.
- VIII. This warranty only covers materials that have been paid in full.
- IX. Pental Quartz must be maintained according to the Care & Maintenance guidelines set forth by Pental Granite & Marble, Inc. to be eligible under this

warranty. Care and Maintenance guidelines are available at:

<http://pentalquartz.com/wp-content/uploads/2015/08/pentalquartzcare.pdf>

- X. To request service under this warranty, you must contact the company who sold you Pentalquartz or contact Pental Granite & Marble directly at 206-768-3200 within thirty (30) days of failure of Pental Quartz surfacing materials.
- XI. Once Pentalquartz is installed, you must register your product within thirty (30) days by completing the online form at <http://pentalquartz.com/contact/registration/>. In order to get redress for your claim, you must agree to grant access to Pental Granite & Marble or its authorized agents to inspect and assess the validity of the claim. You must additionally agree to cooperate with their effort to perform their obligations under this warranty.
- XII. This warranty is not transferable. This warranty was issued to, and is only valid for, the original owner of the structure in which Pentalquartz was originally installed and expires upon transfer of ownership of the property.
- XIII. In the event that Pentalquartz surfacing materials fail due to a manufacturing defect, Pental Granite & Marble will, at its sole discretion, repair or replace such materials. Pental Granite & Marble cannot guarantee an exact color match to existing product. All decisions regarding this warranty are at the sole discretion of Pental Granite & Marble Inc. No one is authorized to make any claims or promises outside of this document on behalf of Pental Granite & Marble.
- XIV. Pental Granite & Marble makes no claims as to Pentalquartz conforming to any local laws, building or safety codes, or design restrictions. It is the sole responsibility of the owner and/or designer to ensure the application meets any local code restrictions.
- XV. Customer selection or design choices, such as color, finish, and application are not covered by this warranty. Installation constitutes acceptance.

EXCLUSIONS:

- A. This warranty does not cover Pentalquartz installed in any outdoor application.
- B. Pentalquartz is designed to provide a lifetime of use. However, improper use, application, or installation will shorten the lifespan of the product, and will not be covered by this warranty. Such actions include, but are not limited to: mishandling of the product, excessive heat or uneven exposure to weather conditions, physical or chemical abuse, damage from improper care and maintenance, or failure to follow proper installation practices.
- C. This warranty does not cover scratches, marring by chemicals, impact damage, or seam appearance or performance.
- D. This warranty does not cover Pentalquartz products used as flooring material.

- E. This warranty does not cover damage caused while securing mechanical fasteners directly to the product.
- F. This warranty does not cover damage to the product caused by the installation of sinks and/or hardware.
- G. This warranty does not cover mitered edges where the joint is not cut correctly.
- H. This warranty does not cover routine maintenance, such as the removal of water spots and stains, or damage that could have been avoided by performance of routine maintenance and daily care. Pentalquartz care and maintenance guidelines are available at:
<http://pentalquartz.com/wp-content/uploads/2015/08/pentalquartzcare.pdf>
- I. This warranty does not cover failures due to inadequate support of the installation, including, without limitation: base structures, as well as overhangs in excess of 12" for 3cm material or 8" for 2cm material.
- J. This warranty does not cover damage that is the result of "dry" cutting or polishing, such as chips and cracks.
- K. This warranty does not cover damage caused by failure to follow the minimum requirements for edge details.
- L. This warranty does not cover installations of Pentalquartz by non-certified installers.
- M. This warranty does not cover failures that are the result of the fabricator or installer deviating from the recommended installation guidelines put forth by Pental Granite & Marble for Pentalquartz.
- N. Fabricators, as part of the fabrication and installation process, are required to visually inspect each slab, both prior to fabrication and again prior to installation; using the inspection criteria provided to them by Pental Granite & Marble for Pentalquartz. Any defects that were identifiable through the visual inspection process, but were installed anyway, are the responsibility of the fabricator and will not be covered under this warranty.
- O. This warranty does not cover damage or flaws in the material that are the result of structural degradation, or modification by the fabricator including, but not limited to: bending, curving, milling, or reducing the thickness of the material.
- P. This warranty does not cover the alteration of any factory applied finish, nor does it cover honed surfaces in any commercial application.
- Q. This warranty does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incurred costs that may be associated with the removal or reinstallation of material covered under this warranty.

- R. This warranty does not cover natural variations in the color, size, shape and distribution of the natural quartz, or the natural variations in background tone. These are inherent and unique characteristics of the product. Color samples provided are only representative and not an exact replication of what will be installed in your space.
- S. This warranty does not cover what is referred to as spots or blemishes smaller than 16mm (5/8"). A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.
- T. This warranty does not cover any damage that may be incurred while the material is stored or installed on a construction site prior to the "owner", taking possession. Nor does this warranty cover any damage done to the material as a result of a remodeling process.
- U. Pental Granite & Marble shall not be responsible in either contract or tort for any loss that arises out the use of, or inability to use Pentalquartz.

Pental Granite & Marble 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, acts of vandalism, or other accidental incidences.

Pental Granite & Marble 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 to you.

THE FOREGOING IS THE COMPLETE WARRANTY FOR PENTAL QUARTZ AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO PENTALQUARTZ, AND PENTAL GRANITE & MARBLE, EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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