

## **ADVANC3® TEN-YEAR LIMITED WARRANTY**

Aristech Surfaces LLC ("Aristech") warrants to the original purchaser of any of it's ADVANC3® solid surface products that Aristech will at its option repair or replace, without charge, such product if it fails due to a manufacturing defect within ten years after the date the ADVANC3® solid surface product was first installed, subject to the limitations set forth below. This Limited Warranty also includes reasonable labor charges needed remove and replace the product covered by this Limited Warranty. This Limited Warranty applies to any ADVANC3® solid surface product that is installed in residential or commercial applications in accordance with the fabrication guide and instructions, and maintained as specified by Aristech in publications relating to care for a permanent installation. A copy of such publications may be obtained, free of charge, from your dealer or by writing directly to Aristech.

This Limited Warranty does not cover damage caused by:

- 1. Failure to follow Aristech's procedures for handling, fabrication and installation.
- 2. Physical abuse, structural movement, damage from excessive heat, or breakage that is not caused by or due to a manufacturing defect.
- 3. Failure of any adhesive, caulk, or other finishing or maintenance accessory, or failure of any caulked or filled joint or seam.

This Limited Warranty applies only to ADVANC3® products:

- 1. Purchased for use in the United States and other countries where ADVANC3® is distributed, fabricated and installed by a qualified fabricator/installer.
- 2. Which fail due to a manufacturing defect; and
- 3. Which have not been moved from their original place of installation.

This Limited Warranty is for applications such as countertops, vanities and vertical applications, but does not apply to kitchen installations, where heat and moisture are prevalent, or installations in mobile environments such as recreational vehicles, marine crafts and airplanes. This Limited Warranty does not cover material exposed to weather conditions or exterior applications such as grill tops & exterior counters. This Limited Warranty does not cover color. If during or after installation you decide that you do not like the color selected due to sample chip variance, website or printed literature representation or other reason, replacement is not covered by this Limited Warranty.

For coverage under this Limited Warranty, you must register online at www.aristechsurfaces.com. Aristech will assign a warranty registration number.

To obtain service under this Limited Warranty, write to the dealer/contractor from whom you purchased the product or alternatively write to:

Aristech Surfaces LLC at the address given below. Include the phrase "ADVANC3® Products, Ten-Year Limited Material Warranty", your name, address, a description of the problem and your warranty registration number. A response will be sent within 60 days. Aristech's obligation hereunder is limited solely to the repair or replacement, including reasonable, necessary labor charges, of the ADVANC3® product purchased hereunder.

The address to which warranty claims should be reported is: Aristech Surfaces LLC Attn. Director of Quality 7350 Empire Drive Florence, KY 41042

ARISTECH may ship (freight collect) to you products repaired or replaced under this Limited Warranty.

This Limited Warranty is not transferable or assignable.

Exclusive jurisdiction for legal disputes relating to alleged breach of warranty or representation of any nature must be filed in either the state or federal courts located in Boone County, Kentucky. Kentucky law will govern all disputes or claims arising out of the sale, purchase or use of the solid surface products.

Aristech's obligation to repair or replace shall further be limited to repair or replacement with colors and styles of product that are available at the time of repair or replacement. Some variation in color or pattern is natural and can occur. Exact matching of color or color of replacement product is not guaranteed. No implied or express warranty of merchantability or fitness for a particular purpose is granted or created by this Limited Warranty and the same are expressly disclaimed below. Except as provided herein, Aristech shall not be liable in either tort or contract for any loss or direct, consequential or incidental damage arising out of the use or inability to use ADVANC3® residential or commercial products hereunder.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE PURPOSE IS KNOWN TO COMPANY), OR FROM COURSE OF DEALING OR TRADE USAGE. THIS LIMITED WARRANTY SETS FORTH THE SOLE REMEDY IN CONNECTION WITH THE SALE OR USE OF PRODUCTS COVERED BY THIS LIMITED WARRANTY AND IN NO EVENT SHALL COMPANY BE OTHERWISE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE ARISING OUT OF THE SALE OR USE OF THE PRODUCTS DELIVERED HEREUNDER, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE OR USE OF SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES, ANTICIPATED SALES, BUSINESS OPPORTUNITIES OR FOR INTERRUPTION OF BUSINESS. COMPANY ASSUMES NO LIABILITY FOR IMPROPER FABRICATION, INSTALLATION AND/OR THE USE OF ADHESIVES NOT MANUFACTURED OR DISTRIBUTED BY COMPANY.

\*Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Note: This Limited Warranty does not include items identified as 'wear items' that can be purchased through Aristech Surfaces. If you require replacement of a 'wear item', please contact ARISTECH.

Effective March 1, 2019.

