

COMMERCIAL 10-YEAR LIMITED WARRANTY (PRODUCT ONLY)

Radianz® Quartz Surface slabs (the “Product”) that has been permanently installed in an approved indoor commercial application and is in its originally installed location is warranted by Lotte Chemical Corp. for a period of ten (10) years from date of initial installation under normal use. This limited warranty is not transferable or assignable and only applies to the original owner of the project in the United States and Canada.

Lotte Chemical Corp., at its sole discretion, will either provide replacement product or repair defective products during the warranty period. Lotte Chemical Corp. shall have no liability for any expense, damage, or other losses, in connection with the installation of the Product.

To qualify for service under this warranty, the original owner must provide immediate notice to Lotte Chemical Corp. , no later than ten (10) days after discovery of any alleged manufacturing defect. Lotte Chemical Corp. or its service agent must be permitted to properly inspect the Product and to follow proper warranty procedures. All decisions made by Lotte Chemical Corp. in respect to the presence of manufacturing defects affecting this warranty shall be final. The fabricator/installer is obligated to inspect the Product prior to fabrication and installation to ensure its suitability for the project.

This warranty excludes the following:

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| 01. Misuse or abuse (including uneven exposure to direct sunlight, outdoor exposure and use, damage caused by excessive impact, discoloring caused by exposure to certain chemical reagents, and damage from exposure to excessive heat); | 11. Workmanship of Fabricator or Installer; |
| 02. The Product moved from its original place of installation; | 12. Failure caused by other sub-structure support and substrate materials, including seam failure; |
| 03. Chips, cracks or any other impact damage;
(*) Crack after installation is not considered as a material defect because the product may be exposed to many potential causes of crack after installation. For example, direct heat contact, excessive weight on, or any impact damages. Also, chipping is not considered as a material defect because it might be caused by the result of scraping and bumping on especially edge of the product after installation. | 13. The actual and final installed Product is not guaranteed to be an exact color-match to product samples or printed sample facsimiles; |
| 04. Improper Installation or Maintenance (improper care and maintenance may result in staining, abrasion marks, cracking or chipping); | 14. Blemishes, such as blotches or spots, are inherent in the manufacturing process. In the event visual blemishes, blotches, or a concentration of color pigments are larger than 25mm in diameter (size of a quarter coin), the contracted fabricator should report it to the Radianz® authorized distributor prior to fabrication; |
| 05. Damage caused by exposure to excessive heat (Trivets and hot pads should always be used); | 15. Natural variation within the Product (The Product pattern density may vary in color, size, shape, and distribution); |
| 06. Damage caused by an act of nature; | 16. Any innovative use of material including, but not limited to, curving and/or bending; |
| 07. Failure not to comply with Lotte Chemical Corp.'s instructions including Fabrication, Installation, Care & Maintenance, etc.; | 17. Alteration of the Product thickness; |
| 08. The Product is stain-resistant, but is not 100% impervious to stains. Many common stains can be removed with proper cleaning. Staining is not covered under this warranty; | 18. Installation of sinks; |
| 09. The product is scratch resistant; however, scratches may occur with improper use. Consequently, scratches and abrasion marks are not covered under this warranty; | 19. Damage as a result of dry polishing or cutting; |
| 10. Failure or dissatisfaction with appearance of joints or seams, or of any adhesive, caulk or other accessory items; | 20. Alterations to the factory finish; |
| | 21. Damages from other than manufacturing defect; |
| | 22. For the Products not paid in full; |
| | 23. Any Product installed or located outdoors, such as outdoor kitchens, BBQ work surfaces, or in heated areas such as saunas, steam rooms, and shower pans; and |
| | 24. Flooring applications. |

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Except as to what is stated in this limited warranty herein, Lotte Chemical Corp. makes no warranties, express or implied, in respect to the Product, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and all such warranties hereby are expressly disclaimed. Lotte Chemical Corp. does not warrant that the Product will meet the original purchaser's requirements. Lotte Chemical Corp. shall not be liable for incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including lost good will, lost profits, lost business, or other indirect economic damages, and further including injury to property, whether such claim is based on theories of contract, negligence, tort (including strict liability) or otherwise, as a result of breach of any warranty regardless of whether Lotte Chemical Corp. was advised, had other reason to know, or in fact knew of the possibility of such damages.

SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION STATED ABOVE, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH WILL VARY FROM STATE TO STATE OR, IN CANADA FROM PROVINCE TO PROVINCE. FEDERAL WARRANTY LAW DOES NOT PERMIT THE DISCLAIMER OR MODIFICATION OF IMPLIED WARRANTIES ARISING UNDER APPLICABLE STATE LAW FOR CONSUMER PRODUCTS. HOWEVER, ANY OF SUCH IMPLIED WARRANTIES SHALL EXPIRE AT THE EARLIER OF THE EXPIRATION OF THE PERIOD OF THE IMPLIED WARRANTY REQUIRED UNDER STATE OR PROVINCE LAW.

Warranty Service:

To obtain service under this limited warranty, contact the source from whom you purchased the Radianz® Quartz Surfaces or you may directly contact Lotte Chemical Corp. at the address below, in writing, providing your name and address, a description of the Products involved and the nature of the defect or failure. You must provide the original sales receipt along with proof of purchase and installation of Radianz® Quartz Surfaces, which clearly indicates the Product purchased and installation dates, in order to obtain service under this limited warranty.

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This warranty cannot be modified, amended, or in any way altered except by an instrument in writing signed by an authorized officer of Lotte Chemical Corp..