

## SPRING USA® 1-YEAR SmartStone™ MATERIAL WARRANTY

For a full list of SmartStone™ Numbers & Color Names, visit <u>SmartStone™</u> online.

Spring USA® (the "Company") warrants SmartStone™ products for commercial use that the Company will, at its option, repair or replace without charge, such products if it fails due to manufacturing defect, PROVIDED THAT: the products are maintained in accordance with the maintenance instructions. This includes reasonable labor charges needed to repair or replace the products covered hereunder. This warranty applies to SmartStone™ material that is put into commercial use and maintained in the manner recommended by the Company relating to care for a permanent installation.

## This warranty does not cover damage caused by:

- 1. Physical abuse or breakage not due to a defect in the manufacturing or the material;
- 2. Excluded items include, but are not limited to, any installed equipment (other than what is manufactured by Spring USA<sub>®</sub>); such items are covered by the respective, separate manager.

## Manufacturer Defect:

The Company warrants that the products are free from manufacturing defects; however, this does not apply to color variances, minor natural inclusions, thermal shock, chemical abuse, or defects caused by misuse or wrongful maintenance. The Company reserves the right in its sole discretion to determine whether there has been any misuse or wrongful maintenance.

This warranty applies only to SmartStone™:

- 1. Which fail due to a manufacturing defect;
- 2. Which have not been moved from their original place of installation or sale; and
- 3. The necessary labor charges to repair or replace such products only.

For coverage under this warranty, staple your original Order Number, PO Number or Invoice Number to this warranty form. Return the information to Spring USA<sub>®</sub>, Attn: Denise Schmidt (Address shown below).

The Company's obligation hereunder is limited solely to the repair or replacement, including necessary labor charges on the SmartStone™ material purchased hereunder. No implied or express warranty, merchantability, or fitness for a particular purpose is granted by this warranty except as expressly stated herein. Except as provided herein, the Company shall not be liable in either tort or contract for any loss or direct, consequential, or incidental damages arising out of the use or inability to use SmartStone™ products hereunder. This warranty gives the purchaser specific rights: other rights may also be available which may vary from state to state or, in Canada, from province to province.

This warranty applies to the original purchaser and subsequent owners of the product for a period of 1 (one) year after product installation.

This warranty is offered by Spring USA® exclusively for SmartStone™ material used in commercial applications. No one other than Spring USA® is authorized to make any warranty or promise with respect to SmartStone™ material.