

Limited Warranty Countertop Workmanship

This warranty only applies to countertop workmanship services provided by The Countertop Factory (TCF) for a period of one (1) year. This Non-transferrable Limited Warranty does not cover any products or services for which The Countertop Factory (TCF) has not been paid in full. Other materials including, but not limited to, quartz, porcelain, solidsurface, compact/composite material, fixtures, may have a material warranty covered by manufacturer and/or third party (not TCF). Manufacturer's warranty does not cover labor costs beyond the first year unless specified otherwise. Natural stone including, but not limited to granite, marble, onyx, travertine, quartzite ("stone") products come with a one (1) year limited warranty only. No warranty of any kind covering any natural stone material is implied or expressed.

Installation Services include:

- Installations of countertops and/or backsplash that have been permanently installed in a residential home for countertop usage and that have not been moved from the original, permanent installation.
- This warranty covers seam performance. Not seam appearance. Seam failure due to settling or structural issues unrelated to the countertop installation are not covered.
- Attachment of undermount sink service provided by TCF

TCF Plumbing Services:

Plumbing connections by TCF are warranted against workmanship defects for a period of 30 days from date of installation. Materials supplied by TCF and determined by TCF to be defective shall be repaired or replaced by TCF. Any warranty on Customer supplied product(s) that TCF installs is between the Customer and manufacturer. TCF will not be responsible to replace any Customer supplied materials (new or used) which do not operate correctly. TCF shall not be liable for water or other damage resulting from any defect or from any delay to said warranty claim. The Customer must take reasonable steps to mitigate damages. This warranty does not cover misuse, negligence, tampered with by others, repairs made by others, everyday wear & tear, and/or acts of God.

This non-transferrable warranty is limited solely to the repair or replacement of countertop(s) which was purchased from TCF, and to the re-installation of the countertop(s) only if it was originally installed by TCF in its original location. Countertop(s) may be repaired or replaced solely at the discretion of TCF. Alternatively, at TCF sole option, refunds may be given for services in lieu of replacement and/or material (upon return & at original purchase price.) In the event any such refunds are provided, all claims will be deemed waived, and TCF will have no further liability of any kind.

Specifically not covered under this warranty is damage to countertop(s) after TCF delivery and/or TCF installation, any alteration by others, during storage or transit by others, during installation by others, resulting from repairs performed by others, resulting from abuse or misuse, or resulting from improper maintenance. This warranty does not cover any exterior installation, elements outside of TCF's control (including but not limited to: house settlement, cabinet/material defects, snow, rain, hail, heat, fire, flood, tornado, &/or acts of God). Seams on outdoor installations are not covered. This warranty does not cover normal wear and tear, such as & not limited to scratches, chips or damage (cracks, patina, etching, etc.) due to daily use, exposure to excessive heat/cold, chemical or physical abuse such as excessive force/weight. This warranty does not cover material finishes, design pattern, make-up, characteristics (fissures, pitting, sheen, waterlines, etc.) tone/color variation. This warranty is issued only to the original purchaser (the party whose signature appear on appropriate documentation.)



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This warranty is separate from all manufacturer's (third party) warranties which may come with items purchased & does not cover manufacturer's defects include materials such as tile, sealer, sinks, disposals, faucets, quartz, composite materials, laminate, solid surface, etc. Additionally, settling of floors, sub-structures, and cabinets and changes in ambient conditions will result in misalignment of installed products, opening of seams and joints, and gaps where products meet each other and meet walls, none of which are covered by this warranty.

Substantial, incidental, minor, or indirect damages of any kind are specifically not covered by this warranty. Such items which are not covered include – but are not limited to – fabrication costs, costs to un-install or re-install, plumbing, tile, wall treatments and coverings, delivery charges, loss of use, and any other costs or forms of compensation. Any damage to persons or property resulting from handling or installing by others, or from use of this product is expressly not covered. Specifically included in this exclusion are minor nicks and chips to walls, cabinets, or appliances, cutting into walls to fit countertops, and dust or debris created during installation, removal, and/or delivery of surfaces.

Sink cutouts will be made in compliance with the sink manufacturers' specifications as provided online or by use of a template provided by manufacturer or Customer. Variations between the cutout, the sink and the way the sink reveal (either positive or negative) conforms to the outline of the sink are not covered under this warranty. TCF assumes no liability of any kind when the Customer requests a cutout to be made that differs in any way from the sink manufacturer's published or provided cutout specifications. The excess material from the sink and cook top cut-outs are not part of the finished product & not available.

This warranty does not cover countertop material which is sold "as-is" (including, but not limited to: any materials sold/accepted with imperfections, minor scratches, chips, surface blemishes, materials that come without any warranty, remnants, etc.)

No fabricator, installer, dealer, agent, or employee of TCF has authority to modify the commitments or limitations of this warranty. This warranty is issued only to the original purchaser (the party whose signature appears on this warranty, or if no signature appears, the party by whom TCF was paid and address which installed.)

The following guidelines are meant solely to explain an understanding of certain characteristics, or conditions related with TCF's products and/or services. They do not represent all the products, characteristics, services, or situations which may or may not be covered under this warranty. Color and veining: Stone, quartz, composite, solid surface, laminate and other materials; are composed of various materials and are subject to differences in background color, veining distribution and veining pattern. TCF has no control of such differences. The color, shade, veining, inclusions, texture, and any other variances in the presence of countertops/slabs will exist and will vary between a sample you may have used in the selection process and the actual slab(s) used on your project, between two slabs, and even within the same slab. <u>Such occurring variations are to be expected and are not considered defects.</u> Finish: Irregularities in the finish, fillers, and gloss levels of certain materials like natural stones are common, reflecting the unique natural patterns.

Please visit our website for additional information. www.tcfmidwest.com