

BELLA MARBLE - MARBLE RESIDENTIAL WARRANTY

Bella Marble will warrant from the original date of installation material that fails due to any manufacturing defect when fabricated and installed by a Bella Marble Certified Fabricator. This warranty applies to the repair or replacement of failed material that has been permanently installed in your residence. The option to repair or replace the material is at the sole discretion of Bella Marble

This Residential 12 month Warranty is available only to the original owner of a single family residence in which Bella Marble has been originally installed. In the case of a newly constructed single-family residence, this warranty is available to the "first" owner purchasing the residence with Bella Marble permanently installed and is transferable according to the terms and conditions stated below.

TERMS AND CONDITIONS:

A. This warranty applies only to Bella Marble marble surfacing materials and does not apply to any other products, including other marble surfacing products manufactured or supplied by any other party, except Bella Marble

B. This warranty applies only to Bella Marble marble surfacing materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation. If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.

C. This warranty does not cover any residence where the owner is not the occupant.

D. This warranty does not cover materials and/or services that have not been paid in full.

E. This warranty applies only to materials that have been maintained according to the Bella Marble Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.bellamarble.com.

F. To request service under this warranty you must contact the company who sold you Bella Marble

G. Following installation, you must register your product within thirty (30) days in order to activate your warranty. Simply complete the online form made available at <http://bellamarble.com/info/warranty-information.html>. In the event that no record of your warranty is on file, you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner, Authorized Dealer and Bella Marble Certified Fabricator. Upon receipt of your original receipt or invoice showing the name of the Owner, Authorized Dealer and Bella Marble Certified Fabricator, Bella Marble will fully honor this warranty even though no warranty is on file. You must agree to cooperate with Bella Marble or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

H. This warranty is transferable under the following conditions: The original or first owner must have initially registered the warranty with Bella Marble as specified in item.

F. The original or first owner must submit to Bella Marble in writing the name, address and phone number of the new owner. The new owner will receive a prorated 12 month limited warranty, which is

prorated from the original date of installation. In no event will the transferred warranty exceed 12 months from the date of the original installation.

I. In the event that Bella Marble marble surfacing materials fail due to a manufacturing defect, Bella Marble will, at its sole discretion, repair or replace such materials. Bella Marble will seek to obtain the best possible result, whether we decide to repair or replace your installation. However, exact color match is never guaranteed. All decisions regarding this warranty are at the sole discretion of Bella Marble. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Bella Marble with respect to Bella Marble marble surfacing products.

K. In no event will this residential warranty exceed 12 months from the date of the original installation.

EXCLUSIONS:

1. This warranty does not cover use for any commercial purposes. Commercial use includes but is not limited to, use in a store, rental properties, office or any other place of business.
2. This warranty does not cover products installed in any outdoor application.
3. This warranty does not cover products used as flooring material.
4. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
5. This warranty does not cover chips or other excessive impact damage in the product.
6. This warranty does not cover scratches, stains and etches and normal wear and tear. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
7. This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Bella Marble online Care & Maintenance Guidelines at www.bellamarble.com.
8. This warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by Bella Marble. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
9. This warranty does not cover any defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.
10. This warranty does not cover seam appearance or seam performance, adhesives, caulk or other accessory items. Once the product is installed, the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish or other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.
11. This warranty does not cover any chemical damage.
12. This warranty does not cover any creative use of the material including bending or curving.
13. This warranty does not cover material that has been milled or reduced in thickness.
14. This warranty does not cover the installation of sinks.
15. This warranty does not cover securing mechanical fasteners directly into the material.
16. This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by Bella Marble which are inadequately supported.
17. This warranty does not cover any chips or cracks that are a result of "dry" cutting or polishing.

18. This warranty does not cover chips or cracks that are a result of not following the minimum requirements for edge details.
19. This warranty does not cover mitered edges where the joint is not cut correctly.
20. This warranty does not cover the altering of any factory applied finish. Only colors listed as available in our brochure, sample book or on our website as "honed" are eligible under this warranty. Any issues arising from the practice of "in-shop" honing are the sole responsibility of the fabricator.
21. This warranty does not cover temporary marks that are common to honed finishes such as metal marks, fingerprints or other signs of daily living. A signed "Special Care Considerations for Bella Marble Honed Finishes" form is required to be submitted to Bella Marble or its assigns to receive coverage under this warranty. This form must be signed by the end user/owner of the finished installation.
22. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the Bella Marble product covered under this warranty.
23. This warranty does not cover natural variations in the color, size, shape and distribution of the pattern of the natural marble or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed in your home.
24. This warranty does not cover what is referred to as spots or blemishes smaller than a ten (10) cent piece. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.
25. Bella Marble materials contain important product information on the back of each slab. Removing this product information will void the warranty.

Bella Marble is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.

Bella 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 BELLA MARBLE 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 BELLA MARBLE AND BELLA MARBLE EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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