

ROMAN MARBLE COUNTERSTONE *10-Year Limited, Transferable Warranty*

* Your new Counterstone installation entitles you to certain quality assurance standards as provided in this Limited Warranty. To obtain information and service under this warranty, contact the source from whom you purchased your Roman Marble Counterstone installation or call Roman Marble 402 453-1196.

* General Warranty Guidelines*

The following warranty applies to (you) the owner of a permanent installation of Counterstone, when installed by a Roman Marble authorized fabricator/installer and purchased after Jan 1, 2005. Roman Marble, at its option, will repair or replace, without charge, Counterstone product if it fails due to any manufacturing defect (as determined by an authorized warranty service agent) during the first 10 years after initial installation, except for damage caused by physical, chemical or other abuse, damage from excessive heat (including pouring excessively hot water directly into sink), or acts of nature.

This warranty does not cover products made by other suppliers or manufacturers, nor does it cover installations of Counterstone which are not performed by Roman Marble authorized fabricators/installers. The warranty covers seam performance but not appearance. Silicone seams do not constitute part of the Counterstone installation and accordingly are not covered by this warranty. Furthermore, this warranty does not cover any damage to Counterstone caused by or arising out of improperly installed, used or maintained appliances (including garbage disposals), which are either built into Counterstone or placed or stored on Counterstone.

Subject to the conditions below, this warranty is transferable to the next purchaser of your home providing the new owner writes to Roman Marble to register the installation under the new owner's name. If after, or during installation, you decide that you do not like the color you selected, replacement is not covered by this warranty.

Repair or Replace

Roman Marble will repair any area of the installation that has a manufacturing defect. If a repair is not possible, Roman Marble will replace the defective area of the installation. Roman Marble will pay for the cost of the product, labor involved in the removal and replacement of the **original** installation of product only, this may include plumbing and electrical disconnect and reconnect charges to the extent determined necessary by Roman Marble or its warranty service agent. You will be responsible for any other costs associated with or arising out of the repair or replacement. Whether Roman Marble performs repair or replacement of your installation, we will seek to obtain the best possible result, but exact color match cannot be guaranteed. Should we elect to replace your Counterstone installation, your warranty will continue from the original date of installation and not from the date of repair or replacement.

Specific Rights

Roman Marble's obligation to you is limited solely to repair or replacement of the Counterstone product purchased, including necessary reasonable labor charges as noted above. No implied or expressed warranty of merchantability or fitness for a particular purpose is granted by this warranty except as expressly stated herein. Except as provided herein, Roman Marble 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 Counterstone. You shall reasonably cooperate with Roman Marble or its representatives in their efforts to perform their obligations under these warranties.

To qualify for repair or replacement, the owner must provide the original sales receipt or other documentation acceptable to Roman Marble which demonstrates proof of purchase of the Counterstone installation, clearly showing both the date of purchase and that the installation was performed by a Roman Marble authorized Counterstone fabricator/installer.

The foregoing is the only warranty made by Roman Marble for Counterstone solid surface. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise on behalf of Roman Marble with respect to such products. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Roman Marble unless made in writing and signed by an authorized employee of Roman Marble.