

Stonepeak Ceramics Inc.
Corporate Headquarters
720 N. Franklin St., Suite 500
Chicago, IL 60654 US

Production Plant
238 Porcelain Tile Dr.
Crossville, TN 38555 US

StonePeak Ceramics, Inc. (“Stonepeak”) Limited Lifetime Residential Warranty

Residential Warranty

1. **Who is Covered under this Limited Lifetime Residential Warranty?**

This Limited Lifetime Residential Warranty covers only the original consumer end-user of Stonepeak products (“Products”). The original consumer end-user is the owner (“Owner”) of the home or other personal residence (the “Home”) where the Products are first installed. All other purchasers of Products are covered under the Limited Commercial Warranty below.

2. **How Long Does the Limited Lifetime Residential Warranty Last?**

The Limited Lifetime Residential Warranty lasts as long as the Owner owns the Home. This is called the “Warranty Period.”

3. **What is Covered?**

We warrant to the Owner, subject to certain exclusions below, that the Products installed in the Home will be free from defects in materials and workmanship during the Warranty Period. Should there be a defect in the Products during the Warranty Period, we will either refund the purchase price for the defective Product or, at our option, provide the Owner with comparable replacement Products. Replacement Products are limited to what is in stock at the time of replacement, and we do not guaranty that the colors, gloss, or other features will exactly match the Products originally installed.

4. **Is this Lifetime Limited Residential Warranty Transferable?**

No, the Lifetime Limited Residential Warranty is not Transferable.

5. **What is Not Covered?**

This Lifetime Limited Residential Warranty does not cover damage due to: (a) improper use, (b) failure to follow our Product installation or maintenance procedures, if any, found in our Product literature, (c) modifications to Products that we do not specifically authorize, (d) normal wear and tear, (e) improper installation or fabrication, (f) structural movement, (g) external causes such as accidents, abuse (physical or chemical), or (h) other actions or events beyond our reasonable control. The Lifetime Limited Residential Warranty does not cover variations in color, image and sheen due to the variability in the natural raw materials used in the manufacturing process. We do not warrant that our products will not scratch, chip, or show signs of wear. The Lifetime Limited Residential Warranty does not include reimbursement for costs associated with replacing the defective Product, including but not limited to fabrication, installation, demolition, removal, electrical, plumbing, or similar or related expenses.

6. **LIMITATION OF LIABILITY.**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED LIFETIME RESIDENTIAL WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. **OTHER LEGAL RIGHTS.**

THIS LIMITED LIFETIME RESIDENTIAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

8. **IMPLIED WARRANTY.**

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED LIFETIME RESIDENTIAL WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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9. **To Make a Claim**

To make a claim under this Lifetime Limited Residential Warranty, you must notify Stonepeak within 30 days after you discover a problem. To evaluate your claim, we may ask you to provide us with pictures, samples, or other evidence of defects. Your claim will be denied if you fail to notify us within the 30-day period, fail to provide us with requested sufficient evidence of defect, or you repair or replace Products before we have made a determination of your claim.

10. **No Modifications.**

The terms of this Lifetime Limited Residential Warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act) except by a writing signed by an officer of Stonepeak. This warranty and all Disputes are governed by laws of the State of Illinois.