

GEMSTONE Solid Surface Sink Warranty

The **GEMSTONE Residential Transferable Limited Warranty** provides the homeowner assurance of standards and quality. GEMSTONE warrants to the original end-use purchaser that GEMSTONE will, at its option, repair or replace any GEMSTONE Solid Surface sink, reimburse the purchaser for the reasonable cost of repair or replacement, or refund the original purchase price if such product develops visible defects or otherwise fails due to GEMSTONE's manufacturing defects within (10) ten years after date of initial installation provided the sinks is installed in accordance to generally accepted fabrication techniques in solid surface or soft seamed to other hard surface materials. This is a manufactured product only warranty and does not cover products manufactured by other suppliers or manufacturers, nor does it cover fabrication, installation, or repair of GEMSTONE by an individual or company not recognized as qualified by GEMSTONE. For services under this warranty, you must notify GEMSTONE in writing, providing your name and address, a description of the products involved and the nature of the defect or failure, three pictures of the product, 1. Close-up picture of the issue, 2. Picture of the overall installation, 3. Picture of the production marks under the sink, and a copy of an acceptable proof of the date of initial installation. Repair or replacement shall include reasonable labor charges needed to repair or replace the defective product, but not the removal, repair, or replacement of fixtures, hardware or decorative treatments (such as floor, wall and ceiling treatments). Excessive travel expenses for repair to remote locations are not covered under this warranty and will be the responsibility of the homeowner. This residential warranty is transferable within the 10-year period only when the new owner submits to GEMSTONE (at the address below) proof of the original date of installation. Warranty transfer entitles the new owner to coverage for the remainder of the 10-year warranty period. GEMSTONE solid surface products must be handled, stored, installed, maintained, and used in accordance with instructions included with the product and / or provided by GEMSTONE. Copies of the Care, Cleaning and Maintenance Tips available from www.gemstoness.com/technical/warranty. This warranty does not include labor incurred for the disconnection, reconnection, removal or installation of plumbing, electric or cabinetry to necessitate access to the defective product.

The **GEMSTONE Commercial Limited Warranty** warrants that your GEMSTONE sinks will be free of material and manufacturing defects for a period of ten (10) years from the date of installation. This is a product only warranty and does not cover fabrication or installation and is not-transferable and is conditioned upon submission of proof of date of purchase. GEMSTONE sinks must be installed in accordance to traditionally accepted solid surface fabrication methods or soft seamed to other hard surfaces such as quartz or granite. GEMSTONE or its agent, may, elect to repair the defective product. It is understood that GEMSTONE has no obligation whatsoever to perform such a repair, but may, at its option do so. In such a case, Except for the repair obligation, GEMSTONE is not responsible for punitive damages, incidental repairs or liability for any other loss, damage or expense, arising out of or in connection with GEMSTONE or its installation.

This Warranty does not cover:

1. Product not paid in full.
2. Minor conditions such as stains, scratches, water spots and burns, which due to the unique properties of GEMSTONE Solid Surface products may be corrected by scouring with an abrasive cleanser or by other techniques specified in the cleaning and care instruction
3. Failure or dissatisfaction with the appearance of joints or seams or any adhesive caulk or other accessory items.
4. Dissatisfaction with your color selection after or during installation.
6. Discoloration or blushing of material due to improper care and / or cleaning methods.
7. Failure due to any non-compliance with GEMSTONE's Care, Cleaning and Maintenance Tips guide.
8. Failures from, but are not limited to, failure due to exposure to chemical abuse (e.g., harsh solvents and cleansers), thermal abuse (e.g., excessive heat from appliances, extremes of temperature), physical abuse (e.g., impact by kitchen utensils, dropping of heavy objects on countertops or in the sink, standing on countertops) "Excessive heat" means exposure to such a degree of heat that cracks, white marks or rings appear on or in the product. "Physical abuse" includes, but is not limited to, damage caused by acts of vandalism, failures caused by settling of cabinets or substructure, flexing of substructure, cabinets or countertop. Any failure due to acts of nature. "Acts of nature" include but are not limited to, exposure to the outdoors, effects of weather and fire.
9. Use or purposes other than normal interior use in the United States or Canada.
10. Any products moved from their original place of installation
11. Damage due to improper installation of the product, or any plumbing, drains, hardware or other attachments.
12. This warranty does not cover any damage to GEMSTONE products caused by or arising from improperly installed, used or maintained appliances (including garbage disposals, over 3/4 H.P., or any disposal so installed as to create excessive vibration, or installation of an instant hot water producing / dispensing appliance in GEMSTONE sinks or bowls.) which are installed in GEMSTONE or stored or placed on GEMSTONE.
13. This warranty covers only professionally installed products. Products purchased in retail outlets "in carton" for consumer installation should be returned to the retailer from whom you purchased the product.

To obtain service under this warranty, contact GEMSTONE by writing or calling to the address or numbers listed below. Please include your name, address, a phone number where you may be contacted during the day, a description of the problem. We will respond to all inquiries within 30 days of our receipt of your request. During the complete 10-year warranty period, GEMSTONE'S obligation as to replacement or repair shall be limited to replacement or repair with colors and style(s) of product that are available at the time of replacement or repair.

GEMSTONE'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REMEDIES SPECIFIED IN THE FIRST SECTION OF THIS WARRANTY. NO IMPLIED OR EXPRESS WARRANTY IS OF MERCHANTABILITY OR FITNESS OR A PARTICULAR USE OR ANY OTHER WARRANTY EXCEPT THOSE SPECIFICALLY STATED IN THIS WARRANTY OR REQUIRED BY THE LAW GRANTED. EXCEPT FOR THE REMEDIES DESCRIBED IN THIS WARRANTY, GEMSTONE HAS NO LIABILITY FOR ANY LOSS OR ANY DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE GEMSTONE SOLID SURFACE PRODUCTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH WILL VARY FROM STATE TO STATE OR IN CANADA, FROM PROVINCE TO PROVINCE. FEDERAL LAW DOES NOT PERMIT THE DISCLAIMER OR MODIFICATION OF IMPLIED WARRANTIES ARISING UNDER APPLICABLE STATE LAW FOR CONSUMER PRODUCTS. HOWEVER, ANY OF SUCH IMPLIED WARRANTIES SHALL EXPIRE AT THE EARLIER OF THE EXPIRATION OF THE PERIOD OF THE IMPLIED WARRANTY REQUIRED UNDER STATE LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATIONS OR THE LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.