

LAKESIDE SURFACES INC. (“LSI”) warrants the fabrication and installation of its products to the original consumer purchaser (“you” or “your”) against deficiencies in workmanship for the useful life of the product for as long as the original consumer purchaser owns his or her home (this “Warranty”). Under this Warranty, LSI promises to repair or replace a product that is defective due to LSI’s fabrication or installation work, subject to the Warranty Terms, Warranty Exclusions, and Warranty Procedures described below.

### **Warranty Terms**

This Warranty covers LSI’s fabrication and installation work only. LSI does not warrant the base materials that LSI uses to fabricate its products or any other material or product. Base material may and usually is covered under Warranty by the material’s manufacturer, which LSI passes on to you to the extent permitted by the relevant warranty and applicable law.

Your exclusive remedy under this Warranty is the repair or replacement of the defective product, in LSI’s sole discretion. LSI may also elect in its discretion to refund your purchase price in lieu of repairing or replacing the defective product.

This Warranty is a “lifetime” warranty for the original consumer purchaser in that it applies for the useful life of the product for as long as the original consumer purchaser owns his or her home. The original purchaser is deemed to be the owner of the structure into which the product is originally and permanently installed at the time of purchase. This Warranty is non-transferable and does not transfer to future owners.

No representative, dealer, salesperson, distributor, or any other person is authorized to make any warranty or promises on behalf of LSI with respect to any LSI product or otherwise. No terms or conditions other than those stated in this Warranty, and no agreement or understanding, oral or written, in any way purporting to modify this Warranty is binding on LSI unless in writing and signed by an authorized employee of LSI.

This Warranty applies only if LSI is paid in full for the product. Your proof of purchase (original sales receipt) must accompany all Warranty claims.

This Warranty is applicable only to products purchased from and installed by LSI after October 9, 2017. This Warranty is subject to change as to future purchases. Please visit [www.lakesidesurfaces.com](http://www.lakesidesurfaces.com) for the currently-applicable warranty.

### **Warranty Exclusions**

A. This Warranty covers only proper and normal use, and excludes scratches and other wear and tear. This Warranty only covers product that has been maintained according to LSI’s care and maintenance instructions (available at [www.lakesidesurfaces.com](http://www.lakesidesurfaces.com) or by contacting LSI through that website). This Warranty does not cover damage due to product misuse, excessive heat, thermal shock, uneven exposure to climate conditions, physical abuse, chemical damage (including the use of cleaners containing abrasives, alcohol or other organic solvents), or exposure to outside weather or other harsh conditions.

B. Once the product is installed, the main reasons for seam separation or cracking are generally thermal shock or the shifting or movement of the structure’s substrate, cabinets or foundation. This Warranty covers neither. 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.

C. The product should not be exposed to direct sunlight or ultraviolet light, or to prolonged exposure to indirect sunlight, as fading may occur depending on the amount and location of sunlight exposure. This Warranty does not cover fading or discoloration due to exposure.

D. LSI is not responsible for the acts or omissions of third parties or other circumstances beyond LSI’s reasonable control, including damage or injury to the extent caused by a third party (including You), acts of God, or climate. Examples of uncovered circumstances include poor job site conditions; architectural or structural engineering defects; third-party design defects; structural movement; improperly-performed maintenance or repair; damage caused by maintenance, repair or alterations to adjacent structures or products; acts of vandalism; accident; or war. In particular, this Warranty does not cover improper, insufficient or poorly-designed support, cabinets, structures or substrates for countertops.

E. This Warranty does not cover the repair or replacement of, for example, any cabinetry, sinks, stove tops, plumbing, electrical, tile or wall surfaces that may be necessary to repair or replace the product under this Warranty; such other repairs and replacements are your responsibility. There may be service or labor charges for any non-Warranty matters and any such charges are your responsibility. It is possible that certain other products installed in the structure could be subject to separate third-party warranties, for example, if new sinks, faucets or cabinets are installed.

F. This Warranty does not cover your decision, whether during or after installation, that you do not like the product's color, finish or other attributes.

G. This Warranty does not cover natural variations in the color, size, shape or distribution of the pattern of a product's natural quartz or a product's natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to you, dealers and others are only examples and are not an exact replication of what will be installed.

H. This Warranty does not cover imperfections smaller than a U.S. twenty-five (25) cent piece. Some spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

I. MATTE, HONED, BRUSHED AND TEXTURED FINISHES will require more daily maintenance than polished finishes. Since there is more exposed surface area with honed, brushed and textured finishes, metal marks, finger prints and other signs of daily living will be more apparent, especially on the darker colors. However, superficial marks like these can be removed with little effort and by using non-abrasive cleaning products such as LSI's "Pristine Clean" made especially for quartz and natural stone surfaces. Temporary marks to the honed finish are not covered by this Warranty.

J. *THIS WARRANTY IS THE EXCLUSIVE WARRANTY MADE BY LSI WITH RESPECT TO ITS PRODUCTS. LSI DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ANY IMPLIED WARRANTIES THAT MAY BE DISCLAIMED UNDER APPLICABLE LAW TO THE EXTENT THEY MAY BE DISCLAIMED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LSI LIMITS THE DURATION OF ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW TO THE DURATION OF THIS WARRANTY.*

K. *EXCEPT AS PROVIDED IN THIS WARRANTY, LSI SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURING, INSTALLATION OR DEFECT OF LSI'S PRODUCTS. IN NO EVENT WILL LSI BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR ANY SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF LSI, EVEN IF LSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS WARRANTY SHALL BE INTERPRETED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF MICHIGAN, EXCEPT TO THE EXTENT PREEMPTED BY FEDERAL LAW. IN NO EVENT WILL THE TOTAL LIABILITY OF LSI FOR ANY DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE PAID FOR THAT PRODUCT.*

L. This Warranty applies only to the original consumer purchaser who intends to use the product for personal, family or household purposes. This Warranty does not apply to products purchased for resale or by or for non-consumer purchasers, including those who purchase a product for industrial, commercial or business use.

#### **Warranty Procedures**

*A Warranty claim is not valid unless it is submitted during the applicable Warranty period and within thirty (30) days of the failure of the product. To make a claim or obtain service under this Warranty, you must submit your claim in writing to:*

Lakeside Surfaces Inc.  
2265 Black Creek Rd.  
Muskegon, MI 49444

Given the potential length of this Warranty, LSI's address may change during the Warranty period without notice to you. It is your responsibility to verify LSI's address in order to submit a valid claim or request service.

A claim must contain the following information as a condition to coverage:

1. Proof of purchase in the form of a copy of the original receipt or invoices showing the name of the original purchaser.
2. Your name, address, telephone number and e-mail address (if available).
3. Description of the product application for which the claim is made, including the color and thickness of the product.
4. Date of purchase and date of installation
5. Name or retailer, or other authorized source from whom you purchased the product.
6. A description of the claim.

An LSI Customer Service Representative will contact you to follow up on your claim within a reasonable time after proper notification. LSI will evaluate your claim and resolve it in accordance with the terms of this Warranty.

LSI authorized agents must be permitted to inspect the product and, thereafter, to administer its Warranty services procedures. All decisions regarding the existence of Warranted defects or otherwise affecting this Warranty will be made solely by LSI and will be binding upon the parties.