



ANCIENT & EVOLVED SOLID SURFACES

COMMERCIAL WARRANTY (PRODUCT ONLY)

Marbello International Limited warrants that the solid surfaces shall be free from material defects in manufacturing for a period of ten (10) years from the date of production of the solid surface.

Marbello International Limited makes no express or implied warranty including, without limitation, the warranties of merchantability, fitness for a particular purpose, or from any other course of dealing or trade usage regarding the product. No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

Marbello International Limited's sole responsibility and liability under this warranty shall be to repair or replace, at Marbello International Limited's discretion, the products shown to be defective, during the warranty period. Marbello International Limited shall have no liability for any other loss, expense or damage, as a result of the installation of solid surface. Under no circumstances shall Marbello International Limited be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

Marbello International Limited must be provided with prompt notice of any alleged defects that appear. Marbello International Limited or its authorized agents must be permitted to inspect the product and to follow the warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Marbello International Limited and shall be final and binding on all parties.

TERMS AND CONDITIONS:

1. This warranty applies only to solid surface materials.
2. This warranty applies only to installations that are permanently installed in commercial structures and that have not been moved from the original installation.
3. This warranty does not cover materials that have not been paid for.
4. This warranty only applies to materials that have been maintained according to the solid surface Warranty & Care Guide.
5. This warranty does not apply to products with "honed" finishes. Honed finishes require more daily maintenance and may not be appropriate for high traffic areas.
6. This warranty does not cover materials used in flooring or commercial applications.
7. This warranty is not transferable.
8. Laws and building safety codes governing the design, engineering and construction of installations vary widely. Marbello International Limited assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.
9. Commercial property shall consist of any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels or other temporary residence applications.

EXCLUSIONS:

1. Routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the Use & Care Guide are not covered.
2. This warranty does not cover products installed in outdoor applications.
3. This warranty does not cover flooring applications.
4. This warranty does not cover improper use or abuse.
5. This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by Marbello International Limited. Improper fabrication and installation is the sole responsibility of the fabricator/installer.
6. This warranty does not cover labor to remove, fabricate and/or reinstall solid surface, or other similar activities necessary to complete the replacement or removal of the defective material.
7. This warranty does not cover seam appearance or seam performance.
8. This warranty does not cover “honed” finishes or finishes that have been altered.
9. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, etc that may be necessary to repair or replace the solid surface product covered under this warranty.
10. This warranty does not cover products installed with a known or visible manufacturing defect at the time of installation, including but not limited to color variance.
11. This warranty does not cover damage caused by mishandling, misuse, and damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, or uses of products exposed to outside weather or climate conditions.

Marbello International Limited shall not be responsible in either contract or tort for any loss of direct, consequential or incidental damages arising out of the use or the inability to use the products covered in this warranty.

This is the only product warranty made by Marbello International Limited. No dealer, fabricator, distributor or any other person is authorized to make any warranty, promise or representation on behalf of Marbello International Limited.

Marbello International Limited
1st January, 2018