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## Valiant Porcelain Commercial Warranty

10-year limited warranty for the Valiant Porcelain products.

Valiant Porcelain comes with a Limited 10-Year Limited Warranty. Valiant Surfaces warrants that Valiant Porcelain will be free from any defects for intended commercial use for the original purchaser in the property in which it is permanently installed. Valiant Porcelain provides detailed information in its product literature regarding appropriate application, installation and maintenance for this product. Failure to comply with these guidelines void this warranty.

For this warranty to be effective, you must (1) be able to provide a completed warranty form with accompanying documentation and (2) be in compliance with the conditions of this warranty.

To qualify for any warranty claims such as repair or replacement, you will need to provide the original dated sales receipt or other documentation to demonstrate proof of purchase and documentation to demonstrate proof of proper installation.

**THIS EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.**

### **Implied Warranty of fitness for a particular purpose**

Valiant Porcelain provides detailed information in its product literature regarding appropriate building specifications, installation, and maintenance for Valiant Porcelain. Failure to comply with recommended specifications, installation and maintenance voids this warranty. There are no warranties extended beyond the description on the face hereof.

### **Implied Warranties Limited in Duration and Scope**

The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections. There are no warranties extended beyond the description on the face hereof.

### **General Terms and Conditions for Valiant Porcelain**

Valiant Porcelain carries the specific warranties listed above. In addition to the requirements specified above, the following general terms and conditions also apply. If you have questions regarding this warranty, please contact Valiant Surfaces.

1. This warranty applies only to the original purchaser and the first installation of 12mm thick Valiant Porcelain slabs and may not be transferred. This warranty applies only to first quality Valiant Porcelain purchases made after the edition date of these warranty conditions for the designated time period when the product is installed in a private residence and according to the Valiant Porcelain recommended installation instructions.
2. This product warranty only applies to manufacturing defects inherent to the material supplied. Defect is defined as a shortfall in the product to perform to Valiant Porcelain specifications as disclosed in product literature, within industry allowable tolerances as set forth in standard, national industry protocols. Valiant Porcelain will repair or replace the product, at its discretion. When replacement of the product is made, only new products from the current product range at the time the complaint is upheld will be supplied. Valiant Porcelain reserves the right to discontinue or modify any of its products and shall not be liable if replacement material varies in color intensity, hue, or shade in comparison to the original product. There will be no other form of compensation. Responsibility under this warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the product. Valiant Porcelain will not cover labor costs to replace or reinstall the slabs. Valiant



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Porcelain can never be held liable and is not responsible for any secondary damages, incidental damages or consequential damages.

3. This warranty does not cover damage to the product caused by installation or fabrication errors. The product must be installed following the appropriate installation instructions using approved accessories, if applicable. Installation and fabrication defects are not covered by this warranty.
4. All warranty claims must be reported immediately. Failure to report any warranty claim within thirty (30) days of defect discovery will void this warranty. All products must be inspected prior to installation. Installation of products with visual defects or nonconformities apparent prior to installation voids this warranty.
5. Failure to comply with recommended applications voids this warranty.
6. Proof of compliance with the installation and maintenance instructions recommended by Valiant Porcelain must be provided if a claim is filed.
7. Valiant Porcelain will not be liable for, and this warranty does not apply in the event of: any failure, defect, or damage (including but not limited to crumbling, chipping, cracking, breakup or change of color) resulting from or connected with misuse, abuse, neglect, or improper handling or storage. Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty. Products exposed to abnormal use or conditions will not be covered under this warranty.
8. This warranty does not cover scratches. Proper care, such as using cutting boards, must be exercised as part of your care and maintenance.
9. This warranty will not be valid if the countertop was not paid in full.
10. This warranty does not cover appearance or performance of unions, seams, adhesives, or any other accessory materials.
11. Color, hue or shade differences resulting from material added to an existing installation at a later date and non-warranty repairs are excluded from coverage.
12. Photographic color images may not be an exact product match. Product samples are representative only and may not be an exact match to supplied materials due to variations in batch manufacturing or naturally occurring stone. Supplied materials may have slight differences in color, shade, and/or surface appearance.
13. Under no circumstances will Valiant Porcelain be responsible for any loss of time, inconvenience, expenses, costs or other consequential damages caused by or resulting directly or indirectly from a problem about which a claim was made.
14. Any services provided as part of this warranty do not extend the original warranty period.
15. This express limited product warranty excludes all labor costs. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this warranty, this warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to



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prevent the invalidity of this warranty or any provision of this warranty or to prevent the imposition of fines, penalties or any liability.

16. No person has authority to make representations other than those in this writing. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Valiant Porcelain.

**LEGAL NOTICE:** WARNING – Slabs and installation products contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, obtain an MSDS.

**To Make A Claim:**

1. The original purchaser must notify Valiant Surfaces or an authorized representative in writing within 30 days of the discovery of any defect.
2. No claim will be honored without product inspection by Valiant Surfaces or an authorized representative.
3. Upon determination that the product defect claim is valid, Valiant Surfaces will notify the purchaser in writing. Valiant Surfaces reserves the right to repair or replace the originally-purchased product, at its sole discretion.