

THESIZE warrants to the original end user - purchaser/owner in the U.S., that its Duralosa™ porcelain sheet products used in the fabrication of the Duralosa™ countertops and sinks shall be free from manufacturing defects under normal conditions of use and service. This warranty will apply to the repair or replacement of failed product that has been permanently installed in the owner(s) residence. THESIZE obligation to repair or replace shall furthermore be limited to the repair or replacement with colors, styles and finishes of products which are available at the time of repair or replacement. The option to repair or replace product failures due to manufacturing defects shall be exercised at the exclusive discretion of THE SIZE.

The 15-year Limited Warranty is not transferable and only applies to the Duralosa™ products for interiors and exteriors, in residential applications in the U.S. This warranty is void unless the product has been paid in full. In accordance with this 15-year Limited Warranty, the authorized agents of THESIZE shall be granted sufficient opportunity and time to inspect the product, and also assess and respond to any claims. All decisions concerning the existence of manufacturing defects in the Duralosa™ porcelain sheet used in the fabrication of the Duralosa™ countertops and sinks shall be made by THESIZE and shall be final and binding for all parties.

Exclusions of the 15-year Limited Warranty for the Duralosa™ residential porcelain surfaces:

- Damages caused by abuse or improper use of the products which, by way of example and without any limitation, include those caused by accidents, by exposure of the countertop to abnormal physical conditions (such as heavy impacts causing chips, cracks or fractures) or chemical conditions (such as hydrofluoric acid), corrosion, structural movements or natural disasters.
- The Duralosa™ products which have been transferred from their original installation place.
- Seam performance, seam appearance, adhesives, caulk and/or other accessory items.
- Damages caused by electrical appliances which have been installed, used or maintained incorrectly.
- Imperfections which have been caused by natural wear due to use, such as stains, scratches, water stains and burns. It is strongly recommended to use cutting boards to cut, supports for hot recipients with rubber base to move hot objects directly from the heat source on the product, and also comply with the Duralosa™ instructions for care and maintenance ([www.sagesurfaces.com](http://www.sagesurfaces.com)).
- The Duralosa™ products are manufactured with natural materials. Any variations in the color, shine, tone or design of the product are consequently specific and singular characteristics of the Duralosa™ surfaces and are not covered by the 15-year Limited Warranty.
- Opinions based on the customer's personal preferences for which he decides whether or not he likes the color, general appearance or other cosmetic opinions after the product has been fabricated or installed.
- Supplementary repairs including, by way of example and without any limitation, modifications that affect the electric installation, wall and floor tiles or wall surfaces, protectors against splashes, furniture or cabinets, transport expenses and plumbing modifications needed for repairing the Duralosa™ products.
- The use of the product for commercial applications including, by way of example and without any limitation, the installation in shops, offices and other business establishments.
- Products whose surface finish applied at factory has been altered in any way.
- Defects which were visible at the time of the fabrication or installation of the countertops.

The fabricator and installer are responsible for inspecting the Duralosa™ products before fabricating or installing the products.

When choosing a color or finish, remember that the samples are only a general indication of the design, drawing, aesthetics, color and finish. Samples are not an exact replica of Duralosa™ and could vary slightly from the Duralosa™ product that is effectively installed. The warranty will not cover replacement of the product in the event that after or during the installation you should decide you do not like the color that you have chosen.

No other kind of guarantee is granted, whether specific or implicit, including the marketing or suitability for a specific purpose. Except when established in this document, THESIZE will not assume any kind of contractual or extra-contractual responsibility for any loss or damage and direct, fortuitous or consecutive prejudice, as a result of the use or impossibility to use the Duralosa™ products. This guarantee grants specific legal rights, and there may also be other rights which will vary depending on the State. Certain States do not permit the exclusion or limitation of the implicit warranties or of the fortuitous or consecutive damages or losses, and consequently it could occur that the above limitation or exclusion is not applicable. THESIZE does not grant any other kind of guarantee, declaration or warranty (express or implicit) with regard to its



## Residential DuraLosa™ Sintered Stone Lifetime Limited Warranty

products, except in the measure established in this document. Nobody except THESIZE is authorized or empowered to grant any class of promise, declaration or warranty with regard to the DuraLosa™ products. Sage Surfaces, LLC is the authorized marketing agent of DuraLosa™, and will process the warranty proceedings with THESIZE.

To exercise this warranty, you should contact the retail establishment where you purchased the DuraLosa™ product. To be eligible to the services derived from the warranty, you should present a receipt of purchase or other kind of acceptable documentary justification of the purchase which clearly shows the date of purchase. In the event that you should consider that the warranty claim has not been satisfactorily resolved for you, we recommend that you contact the "warranty" section of the web site [www.sagesurfaces.com](http://www.sagesurfaces.com) and give us the necessary information so we can provide you the best possible service.

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DuraLosa™ as trademark pending under application number 86238896 Classes 019, 020 dated 04/01/2014

