

# allen + roth Natural Stone Surface Residential 20-Year Limited Sealant Warranty

Lowe's and Material Supplier (Dal-Tile) warrant to the purchaser of a polished natural stone countertop (the "owner") of an allen + roth natural stone countertop (the "countertop") that the countertop will be resistant to stains caused by common food and beverages ("covered claims") for a period of 20 years from the date of installation of the countertop (the "warranty period").

#### YOUR WARRANTY

- To receive coverage under this limited warranty, the countertop must be:
- Paid for in full, as evidenced by a valid proof of purchase (the original receipt from Lowe's)
- Installed by a fabricator using the specified Dal-Tile Sealer (Miracle Sealants), in accordance with established industry standards.
- If the owner sells or transfers the property in which the countertop is installed, the new owner of the property
  may file a claim as long as they have the original receipt from Lowe's that verifies the purchase date and product
  purchased.

#### **HOW TO FILE A WARRANTY CLAIM**

- To obtain service under this warranty, you must permit Dal-Tile or its authorized agents, fabricators, or installers to inspect the allen + roth natural stone product at your residence. Also, you must reasonably cooperate with Dal-Tile and its agents in their efforts to service this Limited Warranty.
- To request service under this warranty you must contact Dal-Tile directly at ctopwarranty.concierge@daltile.com. You will need to submit your proof of purchase, describe specific issue(s) and submit photos of close up and full view area view of kitchen or project room of where alleged issues were installed.

#### **WARRANTY COVERAGE – TERMS AND CONDITIONS**

This limited warranty covers claims, including:

- Organic Stains: Coffee, Tea, Food
- Oil-Based Stains: Grease, Cooking Oil

#### WHAT THE WARRANTY DOES NOT COVER

This limited warranty does not cover seam performance or appearance. Silicone seams do not constitute part of the installation and accordingly are not covered by this warranty.

In addition, any claims by the current owner or any prior owner resulting from:

- Accidents, neglect, abuse, negligence, mishandling or alteration of the countertop or damage to the countertop caused by acts of God or vandalism.
- Any outdoor or commercial use of the countertop.
- Homeowner abuse caused by mistreatment.
- Damage due to cleaning with abrasive products, acid, bleach, ammonia, vinegar, lemon juice or cleaners which contain these chemicals.
- Cosmetic stains, tar, hair oil, skin oil.
- Accelerants, cyanoacrylate (CA) glues, dyed, doctored, resin-infused, plumbers' putty, material defects, color fading of black natural stones.



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#### WHAT THE WARRANTY DOES NOT COVER (CONT.)

- Etching.
- Damage due to ink, paint, stain, or magic marker.
- Variances in the countertop's natural characteristics, including without limitation, veining, inclusions, fissures, variations in color, surface grain and gloss level.
- Stains due to mold, mildew, algae, fungus, rust, iron, bronze, copper or other metals.
- Claims outside of this warranty, such as failed workmanship of fabrication or installation of the countertop and other damages to the countertop that occur during its shipping, transportation or installation, will be handled by Dal-Tile and their partners separately.

#### WHAT WILL WE DO

- Upon receipt of a warranty claim, and upon determination that the homeowner's claim is a covered claim, Dal-Tile will:
- In the case of a food or beverage stain, the fabricator will send a representative out to the owner's home to determine if the problem is within the bounds of this warranty. If it is, they will attempt to remove it. This may involve multiple trips.

If the problem resides outside of this warranty, neither Lowe's nor the Material Supplier will be liable. If Dal-Tile or the fabricator is unable to resolve a covered claim after performing the foregoing actions, Dal-Tile will choose to either:

- a) replace the natural stone piece(s) of the countertop affected by a covered claim with the same or a comparable product, or
- b) refund the purchase price of the countertop. Natural stone varies from piece to piece and Dal-Tile makes no assurance that any such replacement natural stone will match the countertop already installed in the owner's home. Any replacement natural stone provided by Dal-Tile under this limited warranty will be covered under this limited warranty during the remaining warranty period.

If the natural stone is replaced, the homeowner is responsible for disconnect and reconnect of plumbing, electrical, backsplash or any other accessories attached to the countertop.

Lowe's and Dal-Tile make no warranty, express or implied, as to the fitness or merchantability of the countertop for any particular use or purpose other than as set forth expressly herein.

Lowe's and Dal-Tile shall not be liable for any special, indirect, incidental or consequential damages, losses or expenses arising either directly or indirectly from the failure of the countertop.

Lowe's and Dal-Tile shall not be responsible or liable for any delays that may arise in performing obligations under this limited warranty due to any cause beyond Lowe's and Dal-Tile's control, including without limitation, acts of God, acts of governments, material shortages or delays, fires, floods, or labor problems.

This limited warranty gives the homeowner specific legal rights, but they may also have other rights which vary from state to state depending on the state in which the owner lives.

