

**StonePeak Ceramics, Inc. (“Stonepeak”)
Limited Lifetime Residential Warranty**

Residential Warranty

1. Who is Covered under this Limited Lifetime Residential Warranty?

This Limited Lifetime Residential Warranty covers only the original consumer end-user of Stonepeak products (“Products”). The original consumer end-user is the owner (“Owner”) of the home or other personal residence (the “Home”) where the Products are first installed. All other purchasers of Products are covered under the Limited Commercial Warranty below.

2. How Long Does the Limited Lifetime Residential Warranty Last?

The Limited Lifetime Residential Warranty lasts as long as the Owner owns the Home. This is called the “Warranty Period.”

3. What is Covered?

We warrant to the Owner, subject to certain exclusions below, that the Products installed in the Home will be free from defects in materials and workmanship during the Warranty Period. Should there be a defect in the Products during the Warranty Period, we will either refund the purchase price for the defective Product or, at our option, provide the Owner with comparable replacement Products. Replacement Products are limited to what is in stock at the time of replacement, and we do not guaranty that the colors, gloss, or other features will exactly match the Products originally installed.

4. Is this Lifetime Limited Residential Warranty Transferable?

No, the Lifetime Limited Residential Warranty is not Transferable.

5. What is Not Covered?

This Lifetime Limited Residential Warranty does not cover damage due to: (a) improper use, (b) failure to follow our Product installation or maintenance procedures, if any, found in our Product literature, (c) modifications to Products that we do not specifically authorize, (d) normal wear and tear, (e) improper installation or fabrication, (f) structural movement, (g) external causes such as accidents, abuse (physical or chemical), or (h) other actions or events beyond our reasonable control. The Lifetime Limited Residential Warranty does not cover variations in color, image and sheen due to the variability in the natural raw materials used in the manufacturing process. We do not warrant that our products will not scratch, chip, or show signs of wear. The Lifetime Limited Residential Warranty does not include reimbursement for costs associated with replacing the defective Product, including but not limited to fabrication, installation, demolition, removal, electrical, plumbing, or similar or related expenses.

6. LIMITATION OF LIABILITY.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED LIFETIME RESIDENTIAL WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. OTHER LEGAL RIGHTS.

THIS LIMITED LIFETIME RESIDENTIAL WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

8. IMPLIED WARRANTY.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED LIFETIME RESIDENTIAL WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. **To Make a Claim**

To make a claim under this Lifetime Limited Residential Warranty, you must notify Stonepeak within 30 days after you discover a problem. To evaluate your claim, we may ask you to provide us with pictures, samples, or other evidence of defects. Your claim will be denied if you fail to notify us within the 30-day period, fail to provide us with requested sufficient evidence of defect, or you repair or replace Products before we have made a determination of your claim.

10. **No Modifications.**

The terms of this Lifetime Limited Residential Warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act) except by a writing signed by an officer of Stonepeak. This warranty and all Disputes are governed by laws of the State of Illinois.

**StonePeak Ceramics, Inc. (“Stonepeak”)
Limited Commercial Warranty**

Commercial Warranty

Stonepeak warrants to commercial purchasers (“Buyer”) that its products meet or exceed the performance specification outlined in ANSI A137.1-2008 at the time of production and for twelve (12) months from the date of shipment from our factory or until they are installed, whichever date occurs first. Certain factors are beyond our control, including installation of our products, structural design and environmental conditions. Accordingly, Stonepeak does not warrant its products after they are installed. In the event of latent defects caused by improper manufacture, defined as tiles not conforming to industry standards, Stonepeak will either refund the purchase price for the defective pieces or provide replacement material of the same kind. Stonepeak will not be responsible for any costs of labor, installation or removal of our products. Stonepeak does not warrant that our glazed and unglazed products will not scratch, chip or show signs of wear.

EXCEPT AS EXPRESSLY STATED ABOVE, THIS LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE WARRANTY OF STONEPEAK AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE PRODUCTS, OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS.

DISCLAIMER

Merchandising materials and samples are for general reference only. Our products should be examined prior to installation. Tile by its nature is subject to variation in color and/or veining as well as technical specifications, including COF, due to the inherent variability in the raw materials and production process. Technical data sheets or specifications are not guarantees of maximum or minimum thresholds of performance. Misuse of the product by the Buyer including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects are not covered by this warranty. Visual defects or nonconformities apparent prior to installation are not covered by this warranty.

LIMITATION OF LIABILITY

IN NO EVENT SHALL STONEPEAK BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT STONEPEAK’S PRIOR WRITTEN CONSENT. IN NO EVENT SHALL STONEPEAK’S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

To make a claim under this Limited Commercial Warranty, you must notify Stonepeak within 30 days after you discover a problem. To evaluate your claim, we may ask you to provide us with pictures, samples, or other evidence of defects. Your claim will be denied if you fail to notify us within the 30-day period, fail to provide us with requested sufficient evidence of defect, or you repair or replace Products before we have made a determination of your claim.