

Stonemark® 15-YEAR LIMITED WARRANTY

WARRANTY COVERAGE

MS International (“MSI”) warrants the warranty to the purchaser of a polished granite countertop (the “registered owner”) of a Stonemark granite countertop (the “countertop”) that the countertop will be free from material integrity defects under normal conditions and use and stain resistant to stains caused by common food and beverages (“covered claims”) for a period of 15 years from the date of installation of the countertop (the “warranty period”).

YOUR WARRANTY AND REGISTRATION

To receive coverage under this limited warranty, the countertop must be:

- Owned by a registered owner;
- Paid for in full, as evidenced by a valid proof of purchase (the original receipt for the countertop from the fabricator/wholesaler the registered owner purchased the countertop from);
- Installed by a fabricator using StoneGuard HD Sealer, in accordance with established industry standards, as evidenced by fabricator signature on warranty registration form certifying such installation;
- Registered within 60 days of installation of the countertop by the homeowner, who can complete registration online, by fax or mail. Upon validation of purchaser’s warranty registration, purchaser will be sent a confirmation via email or a postcard via mail.
 - * Please note: the fabricator will begin the warranty registration by completing the installer and product sections either on the printed document or online through The Home Depot Stonemark website (<http://stonemark.homedepot.com/>).
 - * The owner of the countertop becomes a “registered owner” by completing the warranty registration form section of the printed document or online through The Home Depot Stonemark website (<http://stonemark.homedepot.com/>).

MSI REGISTRATION FAX LINE

Fax Number: 714-685-2730 or mailing it to:

MSI WARRANTY REGISTRATION

2095 North Batavia Street
Orange, CA 92865

- If the registered owner sells or transfers the property in which the countertop is installed, the new owner of the property may become the registered owner by contacting a warranty service representative at MSI and sending proof of transfer of ownership, together with the completed new registered owner information section of the warranty registration form via fax or mail to the address above. These steps must be taken within 60 days of transfer of ownership.

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WARRANTY SERVICE

To obtain warranty service under this limited warranty, the registered owner must contact MSI during the warranty period using the toll-free warranty service telephone number: 1-877-421-9661 or in writing at: MSI Warranty Service, 2095 North Batavia Street, Orange, CA 92865 and inform MSI's warranty service representative of the nature of the problem.

WHAT THE WARRANTY COVERS

This limited warranty covers claims, including:

- Organic: Coffee, Tea, Food
- Oil-based: Grease, Cooking Oil
- Material Integrity

WHAT THE WARRANTY DOES NOT COVER

This limited warranty does not cover any claims by the current registered owner or any prior registered 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 granites
- 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, shall be handled by The Home Depot and their partners separately.

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WHAT WILL WE DO

Upon MSI's receipt of a warranty claim from the registered owner, and upon determination that the registered owner's claim is a covered claim, MSI will:

- In the case of a food or beverage stain, the fabricator will send a representative out to the registered 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.
- In the case of any inherent structural material integrity claim, the fabricator will send a representative out to the registered owner's home to inspect and try to resolve the problem.

If the problem resides outside of this warranty, neither MSI nor the fabricator will be liable. If the fabricator/MSI is unable to resolve a covered claim after performing the foregoing actions, MSI will choose to either:

a) replace the granite piece(s) of the countertop affected by a covered claim with the same or a comparable product, or

b) refund to the registered owner the purchase price of the countertop. Natural granite varies from piece to piece and MSI makes no assurance to registered owner that any such replacement granite will match the countertop installed in the registered owner's home. Any replacement granite provided by MSI to the registered owner under this limited warranty will be covered under this limited warranty during the remaining warranty period.

If the granite is replaced, the registered owner is responsible for detachment and reattachment of plumbing, electrical, backsplash or any other ornamentation attached to the countertop.

MSI makes 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.

MSI 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.

MSI shall not be responsible or liable for any delays that may arise in performing MSI's obligations under this limited warranty due to any cause beyond MSI'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 registered owner specific legal rights, but they may also have other rights which vary from state to state depending on the state in which the registered owner lives.