

Stonemark® 20-YEAR LIMITED WARRANTY

WARRANTY COVERAGE

Daltile warrants the warranty to the purchaser of a polished granite countertop (the "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 20 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:

- Paid for in full, as evidenced by a valid proof of purchase (the original receipt from The Home Depot);
- Installed by a fabricator using StoneGuard HD Sealer, in accordance with established industry standards.

DALTILE WARRANTY FAX LINE

Fax Number: 214-309-3146 or mailing it to:

DALTILE WARRANTY DEPARTMENT

Countertop Division
7834 CF Hawn Fwy
Dallas, TX 75217

- If the registered 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 The Home Depot that verifies the purchase date and product purchased.

Stonemark® 20-YEAR LIMITED WARRANTY

WARRANTY SERVICE

To obtain warranty service under this limited warranty, the home owner must contact Daltile during the warranty period using the toll-free warranty service telephone number: 800-268-2505 or in writing at: Countertop Division, 7834 CF Hawn Fwy, Dallas, TX 75217 and inform 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 WARRANT 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.

Stonemark® 20-YEAR LIMITED WARRANTY

WHAT WILL WE DO

Upon Daltile's receipt of a warranty claim, and upon determination that the home owner's claim is a covered claim, Daltile 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.
- In the case of any inherent structural material integrity claim, the fabricator will send a representative out to the owner's home to inspect and try to resolve the problem.

If the problem resides outside of this warranty, neither Daltile nor the fabricator will be liable. If the fabricator/Daltile is unable to resolve a covered claim after performing the foregoing actions, Daltile 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 the purchase price of the countertop. Natural granite varies from piece to piece and Daltile makes no assurance that any such replacement granite will match the countertop already installed in the registered owner's home. Any replacement granite provided by Daltile under this limited warranty will be covered under this limited warranty during the remaining warranty period.

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

Daltile 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.

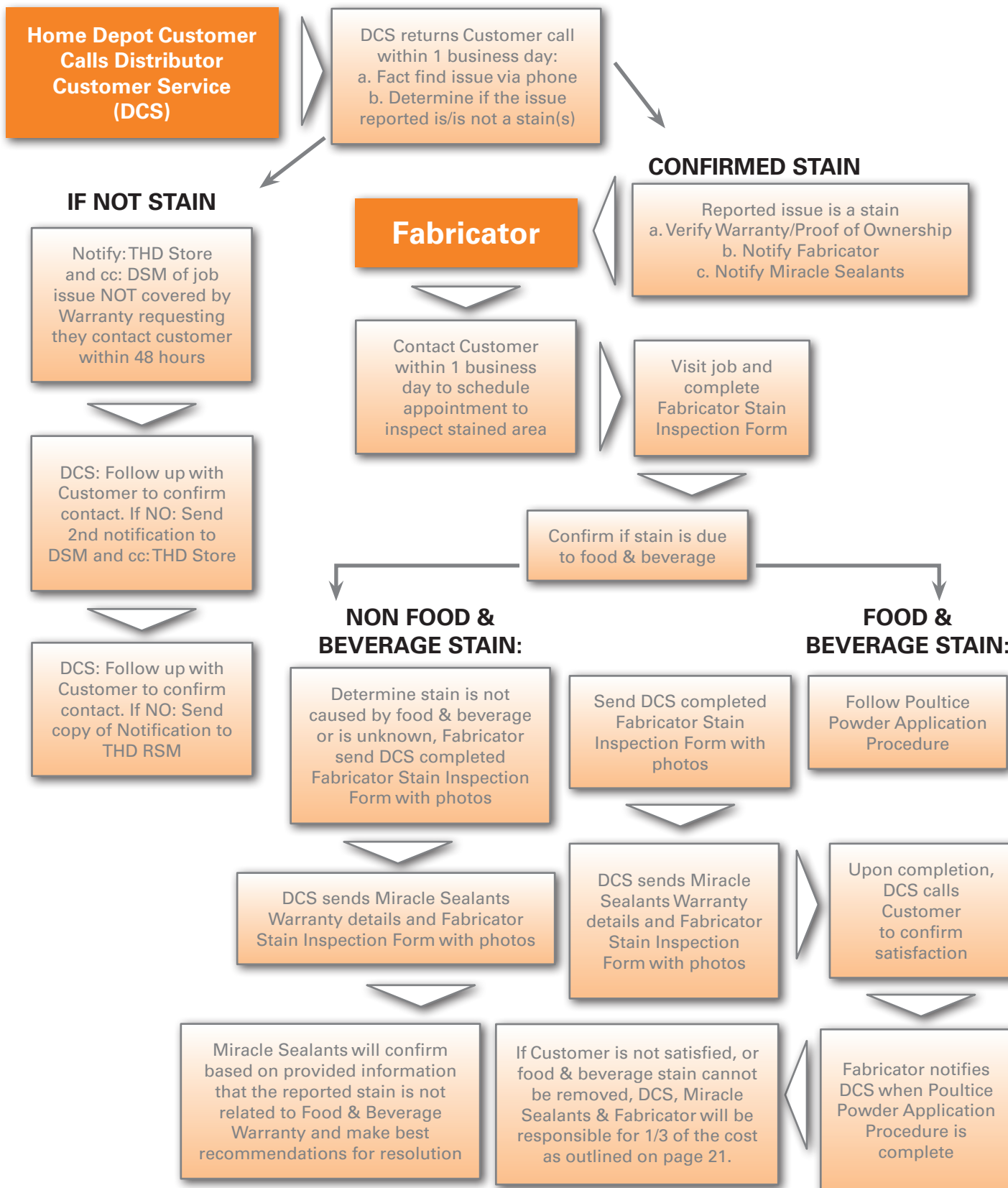
Daltile shall not be liable for any special, indirect, incidental or consequential damages, losses or expenses arising either directly or indirectly from the failure of the countertop.

Daltile shall not be responsible or liable for any delays that may arise in performing Daltile's obligations under this limited warranty due to any cause beyond Daltile'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 home 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.

FOOD & BEVERAGE STAIN WARRANTY CLAIMS

WARRANTY PROCESS MAP



FOOD & BEVERAGE STAIN WARRANTY CLAIMS

IN THE EVENT THAT A FOOD & BEVERAGE STAIN OCCURS

- Step 1)** The Distributor's Customer Service (DCS) will speak with the home Owner (Customer) to obtain details and start a file on the customer's issues. Customer will submit pictures (when possible) to the DCS for evaluation.
- Step 2)** Once it has been determined that the reported issue is a stain, DCS will verify the Warranty and notifies the Fabricator and Miracle Sealants.
- Step 3)** Fabricator will contact the Customer within one business day to set up an appointment to inspect the stained area.
- Step 4)** Fabricator will visit the job and complete the Fabricator Stain Inspection Form.
- Step 5)** If the Fabricator confirms that the stain is due to food & beverage, they will follow the Poultice Powder Application Procedure.
Note: Only Miracle Sealants products are authorized to be used in stain removal
- Step 6)** After initial Customer job visit, the Fabricator sends DCS the completed Fabricator Stain Inspection Form with photos.
- Step 7)** DCS send Miracle Sealants the Warranty details and Fabricator Stain Inspection Form with photos.
- Step 8)** Fabricator notifies DCS when the Poultice Powder Application is complete.
- Step 9)** TDCS calls the Customer to confirm satisfaction, and notifies Miracle Sealants of completion.

ADDITIONAL NOTES:

- If the Customer is not satisfied, or the food & beverage stain(s) cannot be removed, the Distributor, Fabricator, and Miracle Sealants will be responsible for 1/3 of the cost of the tear out, fabrication, installation, and stone material only on the piece where the food & beverage stain could not be removed. Replacement of the whole countertop may be required in some cases. In all cases, the material will be replaced at the non-retail cost.
- For all food & beverage stains, Miracle Sealants will test the provided Batch Code/Serial Number for any manufacturing defect. The results will be provided to DCS. If testing shows that the food & beverage stain is a result of a manufacturing defect of the sealer then Miracle Sealants agrees to cover 100% of the cost of the material and installation of the stained piece.
- If it is determined that the stain is not food & beverage related, DCS will provide Miracle Sealants with the Warranty details and Fabricator Stain Inspection Form with photos. Miracle Sealants will confirm based on the provided information that the reported stain is not related to Food & Beverage Warranty and make the best recommendations for resolution.
- Miracle Sealants Food, Ink, Mildew, & Oil Stain Remover (poultice powder) is provided free of charge to the Distributor. Distributor will distribute the poultice to the Fabricator.
- Additional Miracle Sealants poultice & products are available through the Distributor.