

SEQUEL ENCORE[®]

by Bedrosians[®] Tile & Stone

10 Years Limited Warranty

Bedrosians[®] Tile & Stone (“Bedrosians[®]”) warrants to its immediate and direct customer (“Purchaser”), and no other person, that Sequel Encore[™] engineered polished products shall be free from material manufacturing defects under normal use and service, for a period of ten (10) years from the date of purchase from Bedrosians[®], as evidenced by the original invoice. This non-transferrable warranty only applies where the product is installed by a duly and actively licensed fabricator/installer, installed according to industry standards as well as the Sequel Encore[™] Installation Guide, used for the product’s intended purpose, permanently installed in an interior countertop application, not moved from its original installation, and properly cared for and maintained in accordance with the Sequel Encore[™] Care and Maintenance Guide. All Sequel Encore[™] Installation, Care and Maintenance guidelines are available at www.SequelQuartz.com.

This warranty only applies to products sold and registered on or after November 1, 2015 with the Sequel Encore[™] slab identification information in tact. This warranty does not apply to any other products, including other quartz surfacing products supplied by any other party except Sequel Encore[™] by Bedrosians[®]. All invoices for the Sequel Encore[™] slabs must be paid for in full or the warranty is void in its entirety. This warranty does not cover products received gratis or free of charge.

This warranty only covers manufacturing defects, not installation defects or product abuse. Manufacturing defect is defined as a shortfall in the product to perform within manufacturer’s specifications and industry allowable tolerances as set forth by the Tile Council of North America (TCNA) and the American National Standard Institute (ANSI). Images and product samples are representative of a product’s potential characteristics. There is no guarantee the sample product or images will 100% match the product received. Engineered quartz is subject to variations in color, shade, grain, sizing, veining, movement, surface texture and finish. Such variations do not constitute a defect. We reserve the right to make changes to product specifications at any time without notice.

It is the sole duty and onus of the Purchaser and/or End User to inspect and approve all products upon receipt and prior to fabrication and installation. Any damage to the product thereafter is the responsibility of the Purchaser and/or End User. If, during initial inspection the Purchaser and/or End User believe the Sequel Encore[™] slab possesses incorrect color/shading, finish, sizing, grading, gloss level, and/or any other characteristic, the product should NOT be installed. End User is responsible for ensuring proper fabrication, installation, application, care and maintenance of Sequel Encore[™] slabs.

Exclusions from Warranty

Certain factors are beyond the control of Bedrosians®, including but not limited to transportation, fabrication, installation, building structure design, and environmental conditions.

1. This limited warranty does not apply if Sequel Encore™ has been moved from its original installation location;
2. This limited warranty does not cover Sequel Encore™ seam performance and/or appearance, adhesives, caulk, or other accessory items;
3. This limited warranty is void if there is improper seam placement, such as over a dishwasher or trash compactor;
4. This limited warranty does not apply to Sequel Encore™ finishes other than polished. Honed, matte, and/or leathered finishes are not warranted as they require special care and maintenance;
5. This limited warranty does not cover alterations to the factory finish or slab thickness;
6. This limited warranty does not cover mishandling, misuse, physical/chemical abuse, inappropriate use of cleaning solvents/products, or exposure to excessive moisture;
7. This limited warranty does not cover fading or discoloration from exposure to ultra violet rays and/or light;
8. This limited warranty does not cover cracks or chips resulting from excessive pressure or loading applied from a person or object;
9. This limited warranty does not cover normal “wear and tear” or normal fading and discoloration;
10. This limited warranty does not cover improper maintenance and/or failure to follow Sequel Encore™ Care and Maintenance Guide;
11. This limited warranty does not cover defective or improper transportation, fabrication, installation, or workmanship by any person subsequent to receipt of product by the original Purchaser from a Bedrosians® facility;
12. This limited warranty does not cover abnormal and/or creative use of material, including curving or bending;
13. This limited warranty does not cover spots or blemishes inherent in the manufacturing process not affecting the structural stability of Sequel Encore™;
14. This limited warranty does not cover variations in shade, color, size, or pattern and shade distribution against the sample material, marketing displays, and/or printed illustrations;
15. This limited warranty does not cover products exposed to excessive heat or thermal shock;
16. This limited warranty does not cover products installed in any outdoor or exterior applications, including partially covered or sheltered outdoor areas. Exposure to weather, changing temperatures, sunlight and other conditions may damage the product;
17. This limited warranty does not cover products installed in floor or wall applications, whether indoor or outdoor;
18. This limited warranty does not cover products installed in shower tray, shower pan, sink, steam shower, or steam room and sauna applications;
19. This limited warranty does not cover products installed in vehicles, aircraft, or watercraft applications;
20. This limited warranty does not cover scratches or damage to the surface of the product after the product leaves a Bedrosians® facility. This material is highly

- scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance;
21. This limited warranty does not cover End User dissatisfaction with the color or surface finish of Sequel Encore™ during or after installation;
 22. This limited warranty does not cover products installed with insufficient room for expansion;
 23. This limited warranty does not cover products directly secured with mechanical fasteners;
 24. This limited warranty does not cover products installed with improper or insufficient support, cabinets, structures, substrate, or sub-floors, causing failure;
 25. This limited warranty does not cover chips or cracks that result from “dry” cutting or polishing;
 26. This limited warranty does not cover mitered edges where the joint is not cut correctly;
 27. This limited warranty does not apply if the minimum requirements for edge detail were not followed;
 28. This limited warranty does not cover improperly cut joints;
 29. This limited warranty does not cover water marks, stains, or markings caused by daily living;
 30. This limited warranty does not cover products installed with aerosol catalyst adhesives;
 31. This limited warranty does not cover products installed with oil-based adhesives;
 32. This limited warranty does not cover damage or injury caused by any act of God, vandalism, war, accidents, or site conditions;
 33. This limited warranty does not cover any supplemental expenses incurred to repair or replace Sequel Encore™, including but not limited to electrical, plumbing, cabinetry, resurfacing, and tile or wall surface modification. Such repair and modifications shall be at the cost of the Sequel Encore™ End User. This limited warranty does not cover any other product used or installed whether or not in connection with Sequel Encore™;
 34. This limited warranty does not cover transportation, freight, tear-out, demolition in any form, disposal, reinstallation, fabrication, or associated costs beyond the cost of the product or its replacement;
 35. This limited warranty does not cover Sequel Encore™ product sold by unauthorized resellers or product sold by authorized resellers outside their authorized territory without the express written consent of Bedrosians®;
 36. This limited warranty does not apply if End User refuses to allow inspection of the alleged manufacturing defect by a Bedrosians® representative or, at Bedrosians® option, a third party representative;
 37. This limited warranty does not cover improper selection of Sequel Encore™ for the installation or design, engineering, and construction of the installation site. Such determinations are strictly the End User’s responsibility.

Procedure for Making a Claim:

1. The Purchaser of Sequel Encore™ by Bedrosians® must register the product at www.SequelQuartz.com within thirty (30) days of the purchase date from Bedrosians® as indicated on the Bedrosians® invoice. Failure to register the product within the designated timeframe shall be deemed a waiver and time bar for any and all warranty-related claims against Bedrosians®.

2. The Purchaser must provide Bedrosians® prompt written notice within ten (10) days of alleged defect discovery. The immediate and direct Purchaser's failure to file a claim with complete information within ten (10) days shall be deemed a waiver and time bar for any and all warranty-related claims against Bedrosians®. Written notice must be sent to productwarranty@bedrosians.com and must include:
 - Proof of purchase by means of a Bedrosians® invoice;
 - Serial number of the slab with alleged defect;
 - Photographs of the slab under proper lighting;
 - Installer and/or fabricator's name, license number, and phone number;
 - Installation date; and
 - Description of the claim
3. Bedrosians® shall have the right to send a representative or third party expert to inspect and photograph the product onsite and to have samples of the product sent directly to the manufacturer or a testing facility. Bedrosians® reserves the right to inspect any and all alleged defects prior to any repair, remediation, or settlement of any defect. All original identifying information and labels must be kept intact until after inspection. In the event the Purchaser fails to timely notify Bedrosians® or fails to allow Bedrosians® the right of inspection, discussion or decision making in advance of repair, remediation or settlement of any defect, this warranty will be rendered void in its entirety. In the event Purchaser and/or End User refuse to supply Bedrosians® with reasonably requested documentation, this warranty will be rendered void in its entirety.

What Will Bedrosians® Do?

If or should any manufacturing defect become apparent during the limited warranty period, our Product Warranty Department will evaluate installation information and photographs submitted. After assessing the claim, Bedrosians® will notify the Purchaser in writing. In the event of a manufacturing defect, Bedrosians® will replace the defective product with a product of equal value. If the product is replaced, exact color match is never guaranteed. If Bedrosians® cannot replace the product or such replacement is not commercially practicable, Bedrosians® may, at its sole option, refund the purchase price as reflected in the original invoice. Labor charges for the removal of product or installation of replacement product or any supplemental expenses are specifically excluded from this warranty. Bedrosians® shall have no liability for any loss, expense or damage resulting from the installation of Sequel Encore™ material.

The liability of Bedrosians® under any theory of liability, whether contract, tort, strict liability, or otherwise, shall be solely and exclusively limited to the replacement of defective goods F.O.B. Bedrosians® facility or, at Bedrosians® option, refund of the purchase price of such defective goods. **IN NO EVENT SHALL BEDROSIANS® LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH DAMAGES ARE CLAIMED.**

Bedrosians® disclaims all express warranties not contained in this warranty. This Limited Warranty is the sole warranty made by Bedrosians® for Sequel Encore™ surfaces. No agent, employee, or representative of Bedrosians® or any installer, dealer, agent, builder, designer, or manufacturer has any authority to alter or modify the obligations or limitations of this warranty. Any representations made in connection with the sale of this product, whether written or oral, that differs from the terms of this warranty are not

valid and should be brought to the attention of Bedrosians® Warranty Department immediately by contacting productwarranty@bedrosians.com.

UNDER NO CIRCUMSTANCES SHALL BEDROSIANS® BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, LOSS OF USE, OR OTHER DAMAGES SUCH AS LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS BY REASON OF ANY BREACH OF WARRANTY, IMPROPER INSTALLATION, MAINTENANCE, OR USE OF THE PRODUCT OR ANY DELAY OR FAILURE IN DELIVERY, WHETHER OR NOT BEDROSIANS® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Implied Warranties Limited in Duration

Any implied warranty applicable to the product sale, including the implied warranty of merchantability or the implied warranty of fitness for a particular purpose is limited to the duration of this written warranty or the maximum statutory period, whichever is less. Some states do not allow limitations on implied warranty duration, so the above limitation may not apply to you. The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections.

Bedrosians® may provide information in its product literature with regard to appropriate quartz applications. Appropriate application for Sequel Encore™ is limited to indoor countertops. In these specified applications, Bedrosians® limits the duration of the implied warranty of fitness for a particular purpose to ten (10) years or the maximum statutory period prescribed by law, whichever is less. Failure to comply with recommended installation, application, care and maintenance voids this warranty.

California Legal Notice

Quartz and installation products may contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, contact Bedrosians® at productwarranty@bedrosians.com. Bedrosians® is not responsible for harm caused by Sequel Encore™.

Choice of Law: This Limited Warranty shall be interpreted exclusively under the laws of the state of California.

Effective Date: This Limited Warranty only applies to products purchased and installed after November 1, 2015.

The foregoing is the complete warranty of Sequel Encore™ by Bedrosians® and supersedes all other warranties and representations, whether oral or written. Except as expressly set forth above, no other warranties are made by Bedrosians® with respect to Sequel Encore™.