

WARRANTY

US Stone offers its residential customers a 10 year limited warranty on all Avanza installed surfacing products. This warranty covers failures caused by product defects, improper fabrication and/or improper installation which may occur during the first 10 years after the original installation of the product, except for those failures which arise from any physical or chemical abuse, improper maintenance, commercial applications or excessive heat or any settling occurring to the residence in which the product has been installed.

The 10 year Avanza installation warranty is available only to the owner of a single family residence in which the surfacing product is originally installed or, in the case of a newly constructed single-family residence, to the first owner acquiring the residence from the builder thereof with the surfacing product already installed. The warranty does not, however, cover seam performance or any surfacing product that has been removed or relocated from its original place of installation.

Specific Rights:

US Stone's obligation under the Avanza 10 year warranty is limited solely to the repair or replacement of the failed product. Such repair or replacement, however, shall not include the performance of any other repairs or modifications that may be necessary to achieve the actual repair or replacement of the failed surface product (such as, for example, any plumbing, electrical, tile or wall surfacing repairs or modifications) - such other repairs and modifications shall be the responsibility of the customer. If US Stone determines the likelihood of failure recurrence to be high, US Stone retains the option to refund the original purchase price for the fabricated product and/or installation thereof paid by the customer to US Stone in full and final satisfaction of its warranty obligation hereunder.

Except to the extent expressly stated herein or otherwise required by applicable law, US Stone disclaims all warranties and representations, expressed or implied statutory or otherwise, including, without limitation, any implied or express warranties or merchantability or fitness for a particular purpose, and shall not be responsible or liable, in either contract or tort, for any loss, including, without limitation, direct, indirect, special, consequential or incidental damages, arising out of the use or, the inability to use of, or repairs to, the surfacing products provided or to be provided by US Stone. However, because some states may not allow the exclusion or limitation of incidental or consequential damages, the foregoing limitations or exclusions may not be applicable.

These warranties give the customer specific legal rights. Other rights may be available under applicable laws which may vary from state to state.