



PATRICIAN MARBLE COMPANY

LIMITED WARRANTY

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY OF REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY FOR SELLER'S OBLIGATIONS ARISING FROM THE SALE OF ITS PRODUCTS. IN NO CASE WILL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, including without limitation, costs of installation, removal or re-installation, damage to other property, loss of profits, loss of goodwill, or other economics loss, whether such incidental or consequential loss or damage is claimed on account of breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. GOODS SOLD FOR RESALE ARE ALL SUBJECT TO THESE TERMS, AND ALL OFFERS ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THESE TERMS.

- 1) Patrician Marble Company is located at 3333 W. Osborn, Phoenix, Arizona 85017 and is the warrantor of the cultured marble products, which it manufactures. Office Phone (602) 269-7154.
- 2) This limited warranty is extended to and enforceable by those original consumer purchasers that have purchased cultured marble products from Patrician Marble Company, which it manufactures.
- 3) This limited warranty covers:
 - a) Structural defects for a period of two years from the date of purchase for vanity bowls and bathtubs only; and
 - b) Defects from factory workmanship for a period of one year from the date of purchase.
- 4) In the event there is a defect of the type described during the time specified in paragraph 3 (a) or (b), Patrician Marble Company may choose any of these remedies: it will bear the cost of providing a replacement product or will repair the cultured marble product or will refund the cost of the product to the consumer at the sole option and discretion of warrantor.
- 5) The procedure the original consumer must follow: The consumer has the obligation to notify Patrician Marble Company, the attention of: Consumer Warranty Department, in writing, by mail or by hand delivery to the address set forth in paragraph 1 of any claims the consumer is making under this limited warranty. The letter must describe in detail:
 - a) The nature of the claim;
 - b) Must list the name, address and phone number of the original consumer purchaser;
 - c) Must state the date of the purchase;
 - d) Should include a copy of the purchase invoice, if available;
 - e) Must state the place where the product is located and the time when it may be inspected.If the defect is of the type described in paragraph 3 (a) or (b) and was not originally installed by Patrician Marble Company, the consumer must bear the labor expenses incurred in both removal of the defective product and installation of the replacement or repaired product.
- 6) Structural defects and factory workmanship defects shall not include:
 - a) Irregular graining or colors;
 - b) Hairline scratches;
 - c) Ripples of visible lines in the gel coat;
 - d) Specks or impurities in the finished product;
 - e) Thermal shock, which means rapid changes from cold to hot water, tends to crack vanity bowls and/or bathtubs. These items a), b), c), d), and e) are exceptions and are exclusions under this limited warranty and are deemed by Patrician Marble Company to be inherent characteristics or properties, which may occur in the manufacture of the cultured marble products. For additional information please see our Consumer Use and care Manual. Patrician Marble Company is not responsible for service calls related to these exclusions. Any service calls relating to these exclusions will be charged to the customer.
- 7) Patrician Marble Company will perform its obligations under the limited warranty as soon as practicable. Warrantor's determination as to what constitutes a defect, not otherwise disclaimed, is not final. In the event the consumer disputes warrantors determination that a valid claim does not exist, the consumer may pursue any rights and remedies, which he may have under the law.
- 8) Additional limitations and exclusions under this warranty shall include:
 - a) Consequential, indirect and incidental damages incurred by the consumer as a result of any breach by warrantor of any written or implied warranty are specifically excluded under this warranty. The consumer's damages are limited to repair and replacement of product or refund as set in paragraph 4 regarding 3 (a) and (b) defects. Some states so not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
 - b) This limited warranty gives you specific rights, and you may also have other rights, which vary state to state.