



LUCASTONE

— Evolution —

10 YEAR LIMITED WARRANTY

Statement of Warranty

Lucastone™ by Francini, Inc. (“Francini”) warrants to its immediate and direct customer (“Purchaser”) and no other person, that Lucastone™ engineered 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 Francini, as evidenced by the original invoice. This non-transferrable warranty only applies where the product is installed by a Francini Certified Fabricator, and installed in a residential property. This warranty is available only to the original owner of an owner-occupied residence in which Lucastone™ has been originally installed. In the case of a newly constructed owner-occupied residence, this warranty is available to the “first” owner purchasing the residence with product permanently installed. This warranty shall not apply nor cover any commercial installations, or installations in residential property that is that is not owner-occupied, including but not limited to investment properties or apartments.

Lucastone™ shall be (a) installed according to industry standards as well as the Product Installation Guide, (b) used only for the Product’s intended purpose, (c) permanently installed in an interior countertop application not moved from its original installation, and (d) properly cared for and maintained in accordance with the Lucastone™ Care and Maintenance Guide. The option to repair or replace the material is at the sole discretion of Francini Inc. All Lucastone™ Installation, Care and Maintenance guidelines are available at www.francinimarble.com.

Items Covered Under Warranty

This limited warranty covers Lucastone™ Products that have been purchased by Francini and have been permanently installed in Purchaser’s owner-occupied residence by a Certified Fabricator. This warranty covers Product that has been maintained according to the Lucastone™ Care and Maintenance Guide set forth on www.francinimarble.com.

Francini agrees to replace any of its Products which are proven to be defective under the terms and conditions above. Francini will provide Product replacement for any defective parts, but will not install or fabricate, or pay for installation or fabrication, of any Products replaced.

This warranty only covers manufacturing defects, not installation defects or Product abuse. A 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 and the American National Standard Institute. Images and Product samples are representative of the Product’s potential characteristics. There is no guarantee the same 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. Francini reserves the right to make changes to Product specifications at any time without notice.

Exclusions from Warranty

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

1. This limited warranty does not apply if Product has been moved from its original installation location;
2. This limited warranty does not cover Product 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, or for breakage adjacent to cut-outs;
4. This limited warranty does not apply to Product 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 Lucastone™ 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 Francini 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 effecting the structural stability of Lucastone™;
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 Product exposed to acids or alkalis and application of excessive heat or thermal shock;
16. This limited warranty does not cover Product 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 Product installed in floor or wall applications, whether indoor or outdoor;
18. This limited warranty does not cover Product installed in shower tray, shower pan, sink, steam shower, or steam room and sauna applications;
19. This limited warranty does not cover Product 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 Francini 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 Purchaser dissatisfaction with the color or surface finish of Lucastone™ during or after installation;
22. This limited warranty does not cover Product installed with insufficient room for expansion;
23. This limited warranty does not cover Product directly secured with mechanical fasteners;
24. This limited warranty does not cover Product installed with improper or insufficient support, cabinets, structures, substrate, or subfloors 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 or 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 Product installed with aerosol catalyst adhesives;
31. This limited warranty does not cover Product 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 any other adverse site conditions;
33. This limited warranty does not cover any supplemental expenses incurred to repair or replace Lucastone™, including, but not limited to, electrical, plumbing, cabinetry, resurfacing, and tile or wall surface modifications. Such repairs and modifications shall be at the cost of the Purchaser. This limited warranty does not cover any other Product used or installed whether or not in connection with Lucastone™;
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 Lucastone™ products sold by unauthorized resellers or product sold by authorized resellers outside their authorized territory without the express written consent of Francini;
36. This limited warranty does not apply if Purchaser refuses to allow inspection of the alleged manufacturing defect by a Francini representative or, at Francini’s option, a third party representative;
37. This limited warranty does not cover improper selection of Lucastone™ for the installation or design, engineering, and construction of the installation site. Such determinations are strictly the Purchaser’s responsibility.
38. This limited warranty shall not apply if Owner failed to provide written notice of a defect to FRANCINI promptly after a defect is experienced.
39. This limited warranty shall be void if anyone other than FRANCINI or an entity authorized by FRANCINI should attempt a repair of the Product.
40. FRANCINI shall not be liable in any respect for any damage to the Buyer’s Property, or any contents thereof, or to the cabinetry, walls, or other finishes, or for the restoration of any of them impacted by a repair or defect. FRANCINI SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
41. This warranty shall accrue only to the benefit of the Owner named herein, and it shall not accrue to the benefit of any other party except with the written consent of FRANCINI.
42. This warranty shall not apply to any commercial installation or any installation in a non owner-occupied residence.

THIS WARRANTY PROVIDES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS UNDER FEDERAL OR STATE LAW.

Procedures for Making a Claim

The Purchaser of Lucastone™ must register the Product at www.francinimarble.com within thirty (30) days of the purchase date from Francini as indicated on the Francini 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 Francini. The Purchaser must provide Francini prompt written notice within ten (10) days of the 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 Francini.

Written notice must be sent to Francini Corporate Offices in Sun Valley, CA and must include the following:

- Proof of purchase by means of a Francini invoice;
- Serial number of the slab with alleged defect;
- Photographs of the slab under proper lighting;
- Certified Fabricator's name and phone number;
- Installation date; and
- Description of the claim

Francini 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. Francini 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 Francini or fails to allow Francini the right of inspection, discussion or decision making in advance of repair, remediation or settlement of any defect, his warranty will be rendered null and void in its entirety. In the event Purchaser refuses to supply Francini with reasonably requested documentation, this warranty will be rendered null and void in its entirety.

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

The liability of Francini 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. at a Francini facility or, at Francini's option, refund of the purchase price of such defective goods. **IN NO EVENT SHALL FRANCINI'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH DAMAGES ARE CLAIMED.**

Francini disclaims all express warranties not contained in this warranty. This Limited Warranty is the sole warranty made by Francini for Lucastone™ surfaces. No agent, employee or representative of Francini or any Certified Fabricator, dealer, agent, builder, designer, or manufacturer has any authority to alter or modify the terms, obligations, or limitations of this warranty. Any representations made in connection with the sale of our Product, whether written or verbal, that differs from the terms of this warranty are not valid and should be immediately brought to the attention of Francini.

UNDER NO CIRCUMSTANCES SHALL FRANCINI 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 FRANCINI 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 disclaims 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.

Choice of Law

This 10 Year Limited Warranty shall be interpreted exclusively under the laws of the State of California.

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