

ULTRACERA

3-YR LIMITED WARRANTY

Thank you for choosing Ultracera® for your countertop and solid surface project. Our continued commitment lies within the complete satisfaction of every product we sell. We look forward to continuing our relationship with you in the future, and should you have any suggestions on how we serve you better, please contact us.

Ultracera® USA hereby warrants to the original owner of the structure in which the Ultracera® was installed, is free from defects in material and workmanship for a period of three (3) years from the date of this project's substantial completion. This warranty does not cover defects deriving from the installation of the product as performed by the installer that is not qualified and shall only apply when the product is properly installed and is maintained properly by individuals with technical skill and knowledge in the affected areas.

TERMS & CONDITIONS:

This limited warranty applies only to product installed.

1. This warranty applies only to Ultracera® surfacing materials. This warranty does not apply to any other products, including other surfacing products manufactured or supplied by any other party.
2. This warranty applies only to Ultracera® materials that are permanently installed in commercial structures and that have not been moved from their original installation.
3. This warranty does not apply to unoccupied structures.
4. This warranty does not cover materials and/or services that have not been paid in full.
5. Laws and building safety regulations governing the design, engineering and construction of installations vary widely. Ultracera® USA assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.
6. Commercial Property shall consist of any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels or other temporary residence applications.
7. This commercial warranty is not transferable. This warranty is issued to the original owner of the structure in which Ultracera® was installed and expires upon transfer of the ownership of the structure to a third party.

EXCLUSIONS:

1. This warranty does not cover Ultracera® products used in outdoor applications.
2. This warranty does not cover Ultracera® products used in flooring applications.
3. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling the product, damage from excessive heat (including but not limited to crockpots or other heated implements), or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
4. This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by Ultracera® USA. Improper fabrication and/or installation is the sole responsibility of the fabricator/installer.

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5. This warranty does not cover chips or other excessive impact damage to the product.
6. This warranty does not cover surface scratches. Ultracera® is an extremely durable material and is scratch resistant but not scratch proof. Reasonable care should be taken including the use of a cutting board
7. This warranty does not cover products installed with a known or visible manufacturing defect at the time of installation, including, but not limited to, color variance particularly at seam locations.
8. This warranty does not cover seam performance or seam appearance, adhesives, caulks, or any other accessory items. Once the product is installed the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets, foundation, or thermal shock.
9. This warranty does not cover material installed in excess of the installation requirements including but not limited to: bending or curving, installed with unsupported overhangs in excess of 10" for 3cm material and 8" for 2cm material, or unsupported spans between supports in excess of 30".
10. This warranty does not cover product that has been milled or otherwise reduced in thickness.
11. This warranty does not cover the installation of sinks, other plumbing fixtures, or appliances.
12. This warranty does not cover altering of the factory applied finish.
13. This warranty does not cover mitered edges where the joint is not cut correctly.
14. This warranty does not cover natural variations in color, size, shape, or distribution of the pattern of the natural Ultracera® or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to architects, designers, dealers, consumers, and fabricators are only representative and not an exact replication of what will be installed.
15. This warranty does not cover what is referred to as spots or "beauty marks" smaller than a ten-cent (10) piece. A certain level of spots or 'beauty marks" are inherent in the manufacturing process and do not affect the structural integrity of the product.
16. Ultracera® USA shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair or replacement of a defective Ultracera® slab covered under this warranty.
17. This warranty does not cover damages caused by work such as plumbing, electrical, tile, cabinets, flooring, etc.
18. This warranty does not cover product that has been moved from its original installation location.

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Ultracera® USA shall not be responsible either in contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

THE FOREGOING IS THE COMPLETE WARRANTY FOR ULTRACERA® PRODUCTS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN EXCEPT AS EXPRESSLY SET FORTH ABOVE. NO OTHER WARRANTIES ARE MADE WITH RESPECT TO ULTRACERA® AND ULTRACERA® USA. EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING , TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE , PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Warranty (Rev. 06/21)