

CAMBRIA LIFETIME LIMITED WARRANTY



C A M B R I A[®]

Cambria provides a Lifetime Limited Warranty to the original owners of the installed Cambria[®] (the “Product”) that the Product will be free from manufacturing defects for so long as the original owner owns the Product. Although the Product is carefully inspected prior to shipping or delivery, it is the responsibility of the Owner to thoroughly inspect the Product upon its receipt. Any damage to the Product thereafter is the responsibility of the Owner. Final inspection and approval of the installation is also the Owner’s sole responsibility.

This Limited Warranty shall apply only where Product is properly fabricated and installed in the United States of America or Canada for residential or commercial interior use only by Cambria approved Installers and Fabricators and only where Product, including floor tile, is properly installed for residential or commercial interior use only, subject to the exclusions set forth below; is used for its intended purpose, and is maintained and used strictly in accordance with the Cambria Product Care and Maintenance Information, which is available within this Limited Warranty document and on the Cambria website at CambriaUSA.com.

GENERAL TERMS AND CONDITIONS OF THIS LIMITED WARRANTY

This warranty is Limited. The Owner’s sole and exclusive remedy against Cambria shall be at the sole option of Cambria, to repair or replace the defective Product in slab or tile form, depending on the installation, or refund the purchase price.

FURTHER, TO THE EXTENT PERMITTED BY LOCAL LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND ALL OTHER LIABILITIES OR OBLIGATIONS ON THE PART OF CAMBRIA. ANY IMPLIED WARRANTIES WHICH ARE NOT EXCLUDED HEREBY, DUE TO OPERATION OF LAW, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN FOR THE PRODUCT WARRANTED.

IN NO CASE WILL CAMBRIA BE LIABLE EITHER IN TORT, CONTRACT OR OTHERWISE, FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF CAMBRIA, EVEN IF CAMBRIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Limited Warranty is the only warranty made by Cambria for Cambria[®]. No representative, dealer, employee, installer or any other person is authorized to make, modify or change this Limited Warranty or make any other warranty, representation or promise on behalf of Cambria with respect to the Product. No term or condition other than those stated in this Limited Warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this Limited Warranty shall be binding upon Cambria, unless made in writing and signed by the President and Chief Executive Officer of Cambria, Martin E. Davis.

EXCLUSIONS

This Limited Warranty shall be null and void unless the Product has been paid for in full.

This Limited Warranty covers only manufacturing defects and DOES NOT apply to Product subjected to damage due to mishandling, abnormal use, misuse or physical or chemical abuse or exposure, direct or sustained heat or cold or sudden or rapid change in temperature or thermal shock, exposure to chemicals, force, pressure or loading applied from a person, utensil or object, including but not limited to cracks and/or chips resulting therefrom.

This Limited Warranty DOES NOT cover damage or effects caused by poor installation or fabrication caused by the installer or fabricator. In addition, improper, insufficient or poorly designed support, cabinets, structures, substrate or sub-floors for countertops, vertical surfaces, or floor tile ARE NOT covered by this Limited Warranty.

Product, including floor tile installed in entryways, or outdoors, IS NOT covered by this Limited Warranty. Products that are installed outdoors, in partially covered or sheltered outdoor areas, in entryways and interior areas subject to traffic flow from the outdoors ARE NOT covered by the Limited Warranty due to exposure to weather, changing temperatures, sunlight and other conditions because these conditions can damage the Product. Products, including floor tile and vertical surfaces installed in indoor entryways or outdoors can also be damaged by de-icing activities and other chemicals or substances which are tracked onto or which come into contact with the Product.

This Limited Warranty DOES NOT cover Product fabricated and/or installed outside the United States of America or Canada.

This Limited Warranty DOES NOT cover Product sold by unauthorized resellers, or Product sold by authorized resellers selling outside their authorized territory without the express written consent of Cambria.

This Limited Warranty DOES NOT cover Product installed in applications such as, but not limited to, shower trays or shower pans, steam showers, steam rooms and saunas.

This Limited Warranty DOES NOT apply to Cambria Accents.

This Limited Warranty DOES NOT cover the quality of the installation or damage caused by the installer or fabricator. Installation or fabrication issues must be resolved directly with the point of purchase and are the sole responsibility of the Owner and the point of purchase and NOT of Cambria and ARE NOT covered by this Limited Warranty.

This Limited Warranty DOES NOT cover transportation, freight, tear-out, demolition in any form, disposal and reinstallation, fabrication or associated costs beyond the cost of the Product or its replacement.

Various laws, building and safety codes govern the design, engineering and construction of buildings and installations within them. These vary widely. Cambria assumes no responsibility or obligation with respect to the selection of its Product for the installation or the design, engineering and construction of the installation site.

Cambria IS NOT responsible for damage or injury caused in whole or in part by acts of God, job site conditions, installation, architectural and engineering design, structural movement, acts of vandalism or accidents.

All Limited Warranty claims must be received by Cambria within thirty (30) days after the Owner learns of the facts upon which the warranty claim is based, or such warranty claim shall be deemed waived.

RIGHT OF CAMBRIA TO INSPECT

In order for Cambria to respond under this Limited Warranty, Cambria’s authorized agents must be permitted sufficient time and opportunity to inspect the Product, evaluate and respond to any claim.

All decisions regarding the existence of manufacturing defects or affecting this Warranty shall be made by Cambria and shall be final and binding upon the parties.

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CHOICE OF LAW

This Limited Warranty shall be interpreted exclusively under the laws of the State of Minnesota.

EFFECTIVE DATE

This Limited Warranty only applies to Products purchased and installed after August 1, 2008.

REGISTRATION AND SERVICE - GENERAL PROVISIONS

To register for the Lifetime Limited Warranty, you must complete the Limited Warranty Registration at CambriaUSA.com/warranty or by calling 1-866-CAMBRIA (1-866-226-2742).

To make a claim or obtain service under this Limited Warranty, you must call Cambria Customer Care at 1-866-CAMBRIA (1-866-226-2742) or submit your claim in writing to Cambria, 11000 W. 78th St., Suite 220, Eden Prairie, MN 55344 USA, to the attention of Warranty Services.

Please provide the following information:

1. Your name, address and telephone number
2. Description of the Product application for which the claim is made including the design and thickness of the Product
3. Date of Purchase or date of installation, whichever is earlier
4. Name of Retailer, Installer or Fabricator from whom you purchased the Product
5. A description of the claim

A Cambria Customer Care Representative will contact you to follow up on your claim.

This Limited Warranty is not transferable and applies only to the original owner of the Product.

INSTALLATION INFORMATION

Cambria tile is Class 1 dimensionally stable tile (per testing by MAPEI and Tile Council of North America, Inc.). Cambria recommends that the tile be installed following the American National Standard Institute (ANSI) specifications for the Installation of Ceramic Tile (ANSI A108\A118\A136.1-2006). Follow mortar and grout manufacturer's recommendations on the application, use and clean-up of these materials. This information can be sourced at Tile Council of North America, Inc. website at TileUSA.com. Cambria DOES NOT warrant the installation of tile it sells. The Purchaser and/or installer are responsible for proper inspection before installing, and proper installation of the tile. Additional Product information is in the Cambria Product Care & Maintenance Information below.

CAMBRIA PRODUCT CARE & MAINTENANCE INFORMATION

Maintaining Cambria is easy. Simply wash with a soft cotton cloth and warm water; use a mild soap if desired.

Do not expose, in use or otherwise, Cambria to abrasive, strong alkaline, acid, free radicals, oxidizers, or cleaners of the like (whether high, neutral, or low pH). Various chemicals are corrosive and/or erosive in their ability to attack any structure, including Cambria. Be very aware of these potential damages to its surface.

Cambria is not heat proof, chemical proof, or fracture proof in any form. Be aware of damaging exposure to these potential damaging acts upon your Cambria.

Do not use or expose Cambria to such products, including, but not limited to, bleach, oven cleaners, Comet[®], Soft Scrub[®], S.O.S.[®] pads, products with pumice, batteries, paint removers, furniture strippers, tarnish or silver cleaners, or the like. Do not use abrasive or harsh scrub pads. Do not apply any sealers, penetrants or topical treatments to Cambria under any circumstances. Such products will wear off and cause the gloss to appear dull or inconsistent. Contact Cambria for further information by calling 1-866-CAMBRIA or visiting our website at CambriaUSA.com.

1. Cambria is pure natural quartz. Variation in the natural quartz stone color, pattern, size, shape, and shade are unique and inherent characteristics of this product.
2. Color blotches are intended and created into many designs to enhance the natural beauty. Samples are small select cuts from a slab; they do not fully exhibit all the design characteristics of the final installed product. These variations do not affect performance and do not qualify for product replacement.
3. Cambria is durable and more resistant to surface damage than other stone. However, all stone can be damaged by force and no stone is chip proof. Objects hitting edges, particularly at sinks or dishwashers, may cause chips. Though a minor knife slip will dull the knife and not harm Cambria, no stone surface is scratch proof. Surface markings are more visible on monotone designs than multi-colored design surfaces.
4. Cambria is not a seamless product; seams are visible. Where there are seams the product pattern and shade will change.
5. Natural stone surfaces can be damaged by sudden and/or rapid change of temperature, especially near the edges, as well as direct and/or sustained heating of the top. Cambria may not withstand the direct transfer of heat from pots and pans and other cooking units such as electric frying pans and griddles, slow cookers, roaster ovens, and heat lamps. Therefore, the use of a closed-weave hot pad or solid trivet like a bread board is always recommended to prevent heating the product.
6. Cambria is not a structural support material and must be supported in every application. 2cm and 3cm thicknesses are for countertops; 1cm thicknesses are for horizontal and vertical surface finishes such as walls, tub and shower surrounds, fireplaces, and tub decks.
7. Semi-polished finishes (1cm) will not shine, and will soil and appear to stain from soiling.
8. Cambria installation is optimized when walls and cabinets are properly prepared for installation. This includes but is not limited to structurally sound, straight, level, and square walls and cabinets. Lack of which may cause poor installation and poor seam fit, or inconsistent countertop overhang and placement.
9. Cambria installation does not include qualification of any sink or stove cutouts (any cutouts), faucet hole locations, or cabinet sizes. Cambria is not responsible for verifying if sinks, stove, or other cutout appliances, cabinets, and faucet hole locations fit together well, or at all; this is the responsibility of the owner, general contractor, or the like. Cambria will fabricate cutouts per supplied model/template information. Cambria is not responsible for the accuracy of the information provided.
10. Cambria installation does not include any plumbing or electrical work.

Thank you for your purchase of Cambria[®].

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