

## Commercial 25 Year Transferable Warranty

Doyle Farris, LLC (i.e. Doyle Farris) expressly warrants that it will repair or replace this product, free of charge, if it fails in a commercial project or commercial application due to a manufacturing defect during the first 25 years from the date of purchase. Manufacturing defect applies to defects arising from the manufacturing of Bellavati<sup>™</sup> solid surface sheet products. This is a product only warranty, not a fabrication and/or installation warranty.

Doyle Farris makes no express or implied warranty, including, without limitation, the warranties of the seller, use for a particular application or any course of dealing or trade Doyle Farris regarding Bellavati<sup>™</sup> solid surface products. This warranty does not cover color reselect should you decide, during or after installation that you prefer a different color other than what you or your designee selected.

If it is determined by Doyle Farris, or its authorized warranty service agent, that a manufacturing defect in the material exists within the twenty-five year period, Doyle Farris will, at its sole option, repair or replace the defective Bellavati<sup>™</sup> materials in accordance with the following warranty provisions and exclusions. In such an event where Doyle Farris chooses to repair the product versus replace it, Doyle Farris will cover the cost of labor in the actual performance of the repair of product. Any other costs as a result of the repair will be the responsibility of the owner. Doyle Farris shall have no liability for any other loss, damage or expense caused by the repair or replacement of material.

This warranty applies to Bellavati<sup>™</sup> Solid Surface products installed after January 1, 2016.

### Terms and Conditions

- The 25 year limited warranty applies to Bellavati<sup>™</sup> Solid Surface materials only.
- The 25 year limited warranty applies to Bellavati<sup>™</sup> Solid Surface materials that have been fabricated and installed in accordance with the Fabrication Guide Book for transportation, storage, handling, fabrication, and installation. Improper fabrication or installation is the responsibility of the fabricator/installer.
- This warranty applies to Bellavati<sup>™</sup> Solid Surface materials that have been properly maintained in accordance with the Care & Maintenance Guidelines
- This warranty applies to Bellavati<sup>™</sup> Solid Surface materials that have been permanently installed and have not been moved from the original location.

### Exclusions

This warranty shall not apply to:

- Products and/or materials that have not been paid in full.
- Products exposed to the outdoors, weather effects and fire.
- Products made by other suppliers or manufactures.
- Issues or occurrences that are inherent characteristics of Bellavati<sup>™</sup> Solid Surface, regardless of whether viewed as a defect by the purchaser.
- Damage caused by faulty or improper fabrication and installation, including but not limited to, seams, seam performance, and caulking.
- Appearance of edges
- Conditions caused by normal wear and tear (i.e. appearance of finish, surface scratches)

- Damage caused by any instability or improper support occurring in the property in which the product has been installed, including but not limited to, shifting, settling, or movement of the substrate.
- Damage caused to any materials that have been moved, removed or relocated from its original place of installation.
- Damage caused by any form of abuse, accidents, or misuse, including but not limited to, scratches, burns, stains, or cracks.
- Damage or injury caused in whole or part by acts of God, job site conditions, climate, architectural or engineering design, structural movement, acts of vandalism, chemical burns or impact damage.
- Damage from use of improper cleaning solutions and leaving substances such as water, bleach or drain cleaner on the product without prompt cleaning.
- Damage caused by exposure to heat, including but not limited to, white rings or marks, and cracking that occurs near a cook top that transmits heat through a cooking device that extends over or near the countertop for an extended period of time.
- Damage or cracking caused by thermal shock.
- Damage caused by a heat lamp or buffet top
- Color variance or variations in color and/or pattern on repairs (exact matching of color on repair work performed in conjunction with this warranty is not guaranteed).

No other express or implied warranties of merchantability or fitness for a particular purpose are made by this warranty except for those expressly provided herein. Under no circumstances shall Doyle Farris be liable for any loss or damage arising from the purchase, use or inability to use this product, or for any special, indirect, incidental or consequential damages.

This warranty is extended to the original purchaser and may be transferred or assigned. The owner must exercise reasonable diligence as it relates to the prompt reporting of the alleged manufacturing defect to a Doyle Farris representative in writing. The original purchase receipt or other acceptable proof of purchase will be required before warranty service is rendered. If transferred, a new warranty registration must be submitted to Doyle Farris by the owner, at the address below, with proof of the original purchase. The new warranty will be valid for the remaining time since the original purchase.

This is the only commercial product warranty made by Doyle Farris for Bellavati™ solid surface and no Doyle Farris representative, dealer or other person has the authority to make other statements on behalf of Doyle Farris. Only the terms and conditions stated in this commercial warranty statement are binding unless an authorized Doyle Farris employee authorizes changes in writing.

This warranty entitles the purchaser to specific legal rights. Other rights may also be available, which may vary from state-to-state. Some states do not permit the exclusion or limitation of implied warranties or of incidental or consequential damages, so the above limitation or exclusion may not apply to you. To know what your legal rights are, consult your local or state consumer affairs office or your state's Attorney General.

To obtain service under this limited 25-year warranty, please contact the source from which you purchased your Bellavati™ product. You must permit your Certified Installer or Bellavati™ authorized agents to inspect your Bellavati™ product, and you must reasonably cooperate with your installer and Bellavati™ agents in the efforts to provide service in conjunction with this limited 25-year warranty.

DOYLE  FARRIS

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