

Letter of Warranty

Countertops

KOVA Limited Warranty

Product Categories: Countertops

KOVA warrants that the product category listed above will be free of defects in material and workmanship when properly installed and serviced during normal installation applications per the table below. The warranty start date is measured from the date of installation.

Countertop Material	Warranty Period
Laminate	1-Year
Quartz	10-Years

Subject to the terms and conditions listed below, KOVA Products, Inc. will repair, provide a replacement part or product, or refund the original purchase price for defective products during the warranty period. The decision to resolve warranty defects by repair, replacement, or refund will be made at KOVA Products, Inc.'s sole discretion. KOVA Products, Inc. recommends using a licensed professional for all installations or repairs.

THIS IS A LIMITED WARRANTY. THE FOLLOWING CONDITIONS ARE NOT COVERED BY THE WARRANTY:

- Faults or damage, including breakage, caused by installation⁴ error, improper maintenance, neglect, altering, tampering, or careless operation or handling of the products that are not in accordance with KOVA Products, Inc. instructions or specifications, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party whether performed by a contractor, service company, or yourself are excluded from this warranty.
- 2. Surface cracking due to an external force or interaction such as impacts, uneven cabinets or flooring, structural settling or movements, improper installation or other conditions in the home that may cause the countertop surfaces to shift. Therefore, cracks or chipping due to impact from heavy objects, and movement, shifting, settling of support structure below the countertop or flooring surface (cabinets, flooring, foundation, etc.), are not covered by this warranty.
- 3. Damage caused by the use of cleaners not in compliance with cleaning recommendations. Defects arising from improper care and cleaning of the product not in compliance with the guidelines provided by KOVA Products, Inc. (see below). Improper care and cleaning includes using abrasive cleaners or steel wool scouring pads, cleaners containing acids, alkali or bleach; oven and metal cleaners, "magic" erasers, chlorine bleaches, lime or mineral cleaners, etc. Hair dye will also damage the countertop and is not covered under KOVA Products, Inc. warranty.
- 4. Normal wear and tear due to the normal aging of the product, including parts that are

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expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear. This warranty does not cover temporary marks on the products including but not limited to metal marks, fingerprints or smudges or other temporary marks made by household utensils.

- 5. This warranty does not cover surface scratches. Quartz 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.
- 6. Water damage to laminate countertops. Do not allow water, wet rags, plants, dish racks, or appliances (ex., coffee makers) to sit on or near deck seams or edges of your laminate countertop. Doing so can cause the seam to bubble and swell. When washing the laminate countertop, dry the area immediately; do not allow water to sit. Dishwashers must be positioned forward enough as to not allow hot steam to penetrate the substrate and swell it. Because all the aforementioned damage is caused by moisture, it is not covered under the warranty.
- 7. This warranty does not cover products that the customer decides they do not like after installation due to color, styles, or other opinions based on personal preference.
- 8. This warranty does not cover cosmetic damage not reported in the first 48 hours after delivery. All products must be inspected before installation. Installation of products with visual defects or nonconformities apparent before installation voids this warranty.
- Damage caused after delivery, including damages to the finish of appliances or home incurred during installation, including but not limited to floors, cabinets, countertops, walls, etc.
- 10. Damage from children, pets, or insects..
- 11. KOVA Products, Inc. is not responsible for damage or injury caused in whole or in part by natural calamities or acts of God, (including but not limited to earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants, (including but not limited to salt water or chemicals in storm waters), explosions, biological infestations, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, acts of vandalism, or accidents.
- 12. Outdoor installation: Unless specifically stated otherwise, this product is not recommended for outdoor installations, installation in indoor swimming pools, shower pans, grill tops, hot tubs, saunas, steam rooms, recreational vehicles, air- or water-going vessels.
- 13. Labor: This warranty is for material only. KOVA Products, Inc. is not responsible for labor charges including installation, removal, disposal, and reinstallation; or other incidental or consequential costs associated with surrounding material such as walls, ceilings, paint, cabinets, or flooring. The original purchaser may be covered by a separate workmanship or installation warranty from the general contractor or licensed professional who installed the product. This warranty does not cover any additional or supplemental repairs or

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modifications such as any plumbing, fixtures, fittings, appliances, electrical, tile or wall surface modifications, subfloor repair or preparations that may be necessary to repair or replace the countertop covered under this limited warranty.

- 14. Light Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to light commercial applications including multi-family apartment units, schools, professional office buildings, retail, hospitality guest rooms, and other similar installation applications only. Excluded from this limited warranty are operating environments and usage scenarios that significantly differ from normal residential usages patterns and operating conditions. Examples include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), professional kitchens & restaurants, food service, laundromats, hospitals, laboratories, and other high-volume, heavy-use, harsh or chemically caustic environments. If there are questions as to the type of use that is considered "Light Commercial", please contact your KOVA Products, Inc. sales representative prior to purchase and installation.
- 15. Sunlight, smoke, household cleaners, and other environmental conditions may also affect the color match over time. These variations are the nature of the material in relation to their environmental exposure and are not covered by this warranty.
- 16. Thermal Shock: Heat in excess of 212° Fahrenheit (100° Celsius). Heat damages include, but are not limited to, excessive heat due to heaters, electric cook pots, frying pans, coffee pots, appliances, tabletop grills, cigarettes, clothing irons, hair curling irons, etc.
- 17. Cosmetic irregularities of the installed product due to compromising install situations, such as uneven walls.
- 18. 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.
- 19. The maximum overhang for quartz countertop is 10". Any overhang greater than 10" requires supplemental support.

The cost of repair or replacement under the above excluded circumstances shall be borne by the customer.

KOVA Products, Inc. reserves the right to alter designs, specifications, and materials without obligation to make similar changes to products previously manufactured. The repair or replacement under warranty is contingent upon the current product offerings, styles, and construction options within the KOVA Products, Inc. products at the time of the warranty claim. If a warranty claim is filed after a KOVA Products, Inc. product becomes obsolete (is no longer in production), KOVA Products, Inc. reserves the right to honor the warranty in one of the following ways:

• To replace the affected product with a new product of the same style.

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• To replace the affected product to achieve a uniform appearance with a similar and comparable product style of the originally purchased style.

If components are replaced, KOVA Products, Inc. cannot guarantee that the finish of these replacements will exactly match the finish and appearance of the other components in the installation application. This is due to the changes that occur during the products' natural aging process, affecting its color and/or grain; as well as inherent differences in paint, stain, and dye lots for products produced at different times.

Under no circumstance shall the liability of KOVA Products, Inc. exceed the original purchase price of the warranted product(s).

Repaired parts or replacement units are warranted for the remaining portion of the original unit's warranty period. The original warranty period is not extended by repair or replacement activities.

This limited warranty is non-transferable and only applies to the original owner and the original installation location in the United States. Proof of purchase is required for any warranty claim.

DISCLAIMER OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

The remedies contained herein are the only remedies available for breach of this warranty. KOVA Products, Inc. shall not be liable for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you also may have other rights that vary from state to state.

WARRANTY CLAIMS

To submit a warranty claim, please email <u>warranty@kovaproducts.com</u>. Product description, model or part number, serial number, and proof of purchase are required to support any warranty claims.

Please follow KOVA Products, Inc. maintenance guidelines below when caring for your countertop.

CARE & MAINTENANCE OF QUARTZ COUNTERTOPS

KOVA Products, Inc. quartz countertops are virtually maintenance-free. They do not need to be sealed and cleaning is simple and easy – simply wipe the surface with soap and water regularly to maintain its beauty and shine for years to come.

STUBBORN SPOTS

"For stubborn spots, use a soft cloth, sponge or a non-scratch scrub pad, and a mild, neutral PH, non-abrasive cleanser such as Soft Scrub along with plenty of water to clean the surface. Only use Soft Scrub with a flat hand – scrubbing too hard or using fingertips or thumbs can damage the surface finish."

HEAT PROTECTION

Quartz countertops are resistant to heat and can withstand moderate temperatures for brief periods without being damaged. As with any natural stone, however, certain exposure to heat may cause cracks due to thermal shock. Always use a trivet to place hot items on your quartz countertop. Do not use crock pots or electric skillets while in direct contact with the natural quartz surfaces.

HARSH CHEMICALS TO AVOID

The following will harm quartz countertops: Drano®, Liquid Plummer®, oven cleaners, and floor strippers. Do NOT use these or any other harsh chemicals on your natural quartz surface.

SUNLIGHT EXPOSURE

Continuous long-term exposure to direct sunlight (UV rays) may result in slight discoloration of natural quartz surfaces.

GENERAL PRECAUTIONS

To prolong the life of your knives, always use a cutting board. Natural quartz is one of the hardest minerals found in nature, making it highly scratch-resistant. That same hardness may dull the sharpness of most knives.

CARE & MAINTENANCE OF LAMINATE COUNTERTOPS

- Avoid cutting directly on the laminate countertop with knives or sharp objects. Always
 use a cutting board or mat.
- Do not drop or hit the countertop directly with hard utensils to avoid permanent scratches or dents.
- Do not slide abrasive materials across your countertop, such as earthenware dishes, to avoid permanent scratches to the finish, especially a gloss finish, or to the laminate countertop itself.
- Do not place hot objects, such as a frying pan, directly on the laminate countertop.
- Always use a trivet.
- Avoid the use of small appliances, such as coffee pots, that may cause heat or moisture damage near any seams or edges.
- Keep all laminate joints, seams, and sink frame areas dry. Clean liquid spills in these areas immediately. Not doing so could cause moisture damage and swelling.
- Cooktop ranges must be elevated high enough as to not allow direct heat or fumes to damage the edges of the laminate countertop.

HOW TO CLEAN YOUR LAMINATE COUNTERTOP

- To clean your countertop, use a damp cloth and a mild soap or detergent. Immediately
 dry the countertop pooling water may eventually soak in and cause damage.
- Immediately clean up spills with a cloth; if needed, use a mild detergent and warm water to clean. Dry immediately.
- For tougher stains, use a mild detergent and a soft bristled brush. Dry immediately.
- Laminate countertops can be dusted with non-oily furniture spray or specific countertop cleaning sprays.
- Do not use abrasive cleaners or scouring pads, or cleaners containing acids, alkali or bleach. Avoid spilling drain cleaner, textile or food dyes on your laminate countertop as this can stain your laminate countertop.

Follow these guidelines to keep your KOVA countertops beautiful for many years to come.