

GEM STATE MARBLE, INC. LIMITED WARRANTY

- 1) Gem State Marble is located at 105 N. 5th Ave Caldwell, Id 83605 and is the warrantor of the cultured marble products which it manufactures.
- 2) This limited warranty is extended to and enforceable by those original consumer purchasers that have purchased cultured marble products from Gem State Marble, which it manufactures.
- 3) This limited warranty covers:
 - a. Structural defects for a period of two years from the date of purchase for vanity bowls and bathtubs only;
 - b. Defects from factory workmanship for a period of one year from the date of purchase.
- 4) In the event there is a defect of the type described during the time period specified in paragraph 3 (a) or (b), Gem State Marble may choose any of these remedies: it will either bear the cost of providing a replacement product or will repair the cultured marble product or will refund the cost of the product to the consumer at the sole option and discretion of warrantor.
- 5) The procedure the original consumer must follow in order to obtain performance under this limited warranty is as follows: The consumer has the obligation to notify Gem State Marble, to the attention of : Consumer Warranty Department, in writing, by mail or by hand delivery to the address set forth in Paragraph 1 of any claims the consumer is making under this limited warranty. The letter must describe in detail:
 - a. The nature of the claim;
 - b. Must list the name, address and phone number of the original consumer purchaser;
 - c. Must state the date of purchase;
 - d. Should include a copy of the purchase invoice, if available; and
 - e. Must state the place where the product is located and the time when it may be inspected.

If the defect is of the type described in paragraph 3 (a) or (b) and was not originally installed by Gem State Marble, the consumer must bear the labor expenses incurred in both removal of the defective product and installation of the replacement or repaired product.

- 6) Structural defects and factory workmanship defects **shall not** include:
 - a. Irregular graining or colors;
 - b. Hairline scratches;
 - c. Ripples or lines visible in the gel coat;
 - d. Specks or impurities in the finished product;
 - e. Thermal shock, which means rapid temperature changes from cold to hot which tends to crack vanity bowls and/or bathtubs.

These items a), b), c), d), e) are exceptions and exclusions under this limited warranty and are deemed by Gem State Marble to be inherent characteristics or properties which may occur in the manufacture of cultured marble products. For additional information please see our Consumer Use and Care Manual.

- 7) Gem State Marble will perform its obligations under the limited warranty as soon as practicable, but not more than sixty (60) days after it determines a valid claim exists. Warrantor's determination to what constitutes a defect, not otherwise disclaimed, is not final. In the event the consumer disputes warrantor's determination that a valid claim does not exist, the consumer may pursue any rights and remedies which he may have and be entitled to under the law.
- 8) Additional limitations and exclusions under this limited warranty shall include:
 - a. Consequential, indirect and incidental damages incurred by the consumer as a result of any breach by warrantor of any written or implied warranty are specifically excluded under this warranty. The consumer's damages are limited to repair or replacement of product or refund as set forth in Paragraph 4 regarding 3 (a), (b) defects.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- b. All implied warranties are limited in duration to one (1) year from the date of purchase.

Some states do not allow limitations on how long an implied warranty lasts, so the above may not apply to you.

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

