



MODERNO PORCELAIN WORKS LIMITED 15-YEAR RESIDENTIAL WARRANTY

Wipe-and-Go Convenience

Name _____ Warranty # _____

Address _____

City _____ State _____ Zip Code _____

Subject to the terms and conditions contained herein, Moderno Porcelain Works (“Moderno”) warrants to the purchaser and residential owner-occupants of installed Moderno Porcelain Surfaces (“Moderno Surfaces”) that for a period of fifteen (15) years from the date of purchase of the Moderno Surfaces in the original customer’s residence, that the Moderno material will be free from manufacturing defects and perform in service when properly installed and maintained. If a manufacturing defect occurs during the warranty period, Moderno will at its option, repair or replace the defective Moderno Surfaces. This warranty is limited to the purchaser of Moderno Surfaces and is valid only if the original purchaser of the installed Moderno Surfaces has registered the warranty within 6 months of purchasing of the Moderno Surface, as indicated below, and when said consumer submits the original invoice or sales receipt (indicating the purchase date and name of the dealer of the Moderno product). The 15-year period established in this Letter of Warranty is only applicable to those products that are sold and registered after 1 April 2019.

WHAT THIS LIMITED 15-YEAR WARRANTY COVERS

- This limited warranty covers Moderno Surfaces that have been purchased from an Authorized Moderno Installer or Dealer (“Authorized Installer”) and have been permanently installed in the original purchaser’s residence by an Authorized Installer.
- Moderno may repair or replace the defective Moderno product within the 15-year warranty period, but such replacement products must contain the same characteristics (same color, thickness, etc.) as the defected products purchased by the original consumer. Should this product be discontinued or unavailable for any reason, then the defected product will be replaced by Moderno with product containing similar characteristics.
- Subject to the limitations stated herein, this limited warranty covers products that have been maintained according to the Moderno Surfaces Care and Maintenance and set forth on www.modernoworks.com
- Cracking due to exposure to extreme hot and cold temperatures and cracking due to thermal shock.
- Staining against most common food, beverage, and household products provided customers follow proper care and maintenance guidelines.
- Fading due to exposure to direct Ultra Violet (UV) sunlight in both indoor and outdoor applications.
- This warranty covers Moderno products that are applied to barbecues, chimneys, or any surface where heat may be applied, conditional upon strict adherence to the applicable installation manuals found on www.modernoworks.com.

REGISTRATION OF WARRANTY

To register for this warranty, you must fill out the warranty registration online at www.modernoworks.com or call or write to Moderno at the phone number or address below to obtain a registration form. You must register within six (6) months from purchase to be eligible under this warranty.

11760 Clay Road - Houston, Texas

WHAT THIS LIMITED 15-YEAR WARRANTY DOES NOT COVER

- This warranty does not cover faulty or improper fabrication or faulty or improper installation.
- Any damage caused by actions taken by third parties not related to Moderno, such as problems caused by incorrect finish/preparation of the product, by improper installation methods, or other modification or manipulation of the original Moderno product.
- Moderno 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 residence that may cause the Moderno 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.
- This warranty does not cover consequential or incidental damage, loss or expense other than the product itself, including but not limited to damage to other products or installations, or additional or supplementary repairs or modifications such as, for example, any plumbing, electrical, tile or wall surface modifications, masonry work, subfloor repair or preparations that may be necessary to repair or replace the Moderno Surfaces covered under this limited warranty; such other repairs and modifications shall be the responsibility of the customer.
- This warranty does not cover products that have been treated or covered with an unapproved chemical or coating. If Moderno determines in its discretion, that the application of unapproved chemicals and/or coatings caused or contributed to the defect(s) in the product, it shall have no obligations under this Warranty.
- This warranty does not cover products that have not been paid for in full.
- This warranty does not cover products exposed to abnormal use or conditions or abuse in any way. "Abnormal use or conditions" includes, but is not limited to, damage from mishandling or misuse, physical or chemical abuse, and failure to follow proper care and maintenance instructions, specifically maintenance or damage from chipping, cracking, impact damage or breaking due to customer abuse.
- Moderno Surfaces are intended to have a natural and non-uniform appearance, thus this limited warranty does not cover any variances in color, shade, particle structure or gloss level.
- This warranty does not cover products that you, the customer, decide you do not like after installation due to color, edging styles or other opinions based on personal preference.
- This warranty does not cover seam appearance or performance.
- This warranty does not cover temporary marks on the Moderno products including but not limited to metal marks, fingerprints or smudges or other temporary marks made by household utensils.
- This warranty does not cover "commercial uses" of the Moderno products. "Commercial uses" include but are not limited to use in commercial buildings such as retail stores, restaurants, offices, hotels, or apartment complexes.
- Moderno is not responsible for damage or injury caused in whole or in part by force majeure, (including but not limited to earthquakes, tornadoes, tropical storms, and hurricanes), exposure to corrosive contaminants (including but not limited to salt water or chemicals in storm waters), fires, floods, explosions, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, acts of vandalism, accidents, or any other cause beyond the control of Moderno.
- This warranty excludes additional damage that may have resulted from a covered defect, including damage that occurs during the period the warranty claim is being processed, as well as throughout the period the product is being replaced. This exclusion includes but is not limited to any harm to commercial, industrial, professional or living activities, which the purchaser of the product or third party may suffer.
- Differences found between samples or photographs of any Moderno product and the actual Moderno product purchased are not covered under this warranty.
- This warranty does not apply to repairs and/or the handling of the Moderno product without proper verification by Moderno.
- Damage arising from defects in a building structure in which the Moderno product is used.
- Chipping is not covered under this warranty. Chipping does not occur because of defective material; chipping is the result of the scraping and bumping of objects against the edges of the surface.
- Since Moderno does not actually make worktops, but supplies the material for the boards, in the event the terms and conditions contained herein are met, material required will be provided to replace the worktop; however, the cost of manufacturing and installing the product will not be covered by Moderno.

HOW TO MAKE A WARRANTY CLAIM If you believe that there is a defect in your Moderno product, and wish to make a claim under this warranty, you must do so by fax, email, letter or by telephone by contacting Moderno's Customer Service at: (11760 Clay Road – Houston, TX 77043) To obtain service under this warranty, you must permit Moderno or its authorized agents, fabricators or installers to inspect your Moderno product at your residence. Also, you must reasonably cooperate with Moderno and its agents in their efforts to service this limited warranty. All obligations of Moderno under this warranty are contingent upon Moderno being provided proper notice by the purchaser covered by the warranty and a reasonable opportunity for Moderno to perform. Your failure to allow for an inspection will void this warranty. In no event shall Moderno be liable in either tort or contract for any loss of direct, consequential, punitive or incidental damages, or any similar damages, including but not limited to loss profits damages, arising out of the use or inability to use the product for residential applications covered by this limited warranty. Some states do not allow the exclusion or limitation of incidental damages, so the above limitation or exclusion may not apply. Moderno makes no other warranty, representation or guarantee, express or implied, with respect to Moderno Surfaces for residential use, except as expressly stated herein. This warranty gives you specific legal rights, and you may also have other rights which may vary from country to country, state to state in the United States or, in Canada, from province to province. This is the only warranty offered by Moderno for Moderno Surfaces for residential applications. No one other than Moderno is authorized to make any warranty or promise with respect to Moderno Surfaces. Moderno reserves the right to refuse this warranty service if any of the requirements set forth above are not met, or if the information provided by the consumer is false, incomplete or illegible.