

320 Brannon Rd, Cumming, GA 30041 +1 (470) 854-0947 www.JJGraniteInc.com

DiVanchi Quartz Product Warranty

General Terms and Conditions

DiVanchi, a quartz product owned by JJ Granite Inc., carries the following specific warranties. In addition to the requirements specified above, the following general terms and conditions apply. For any questions regarding this warranty, please contact JJ Granite Inc. at (470) 854-0947 or visit <u>www.jjgraniteinc.com</u>.

1. Eligibility: This warranty applies only to the original purchaser and the first installation of the DiVanchi product. It may not be transferred, except as provided below. The original purchaser is defined as the person or builder stated as the buyer on the purchase document(s) and who owns the private residence. The warranty applies to first-quality DiVanchi purchases made after the edition date of these warranty conditions, for the designated time period when the product is installed in a private residence and according to JJ Granite Inc.'s recommended installation instructions.

2. Duration and Transferability: For an individual original purchaser who owns the private residence, this warranty is limited in duration and scope, lasting only as long as the original owner owns the private residence and is non-transferable. In the event of a builder installing DiVanchi, the warranty may be transferred to another person who buys the private residence from the builder. This Limited Lifetime Warranty is pro-rata over 15 years from the date of purchase and covers a one-time replacement.

3. Defects and Coverage: This warranty covers manufacturing defects inherent to the DiVanchi material. A defect is defined as a shortfall in the product's performance within industry allowable tolerances. JJ Granite Inc. will repair or replace the product at its discretion, with replacement limited to new products from the current product range. The warranty does not cover labor costs for the replacement or reinstallation of DiVanchi slabs.

4. Exclusions: The warranty does not cover damage caused by installation or fabrication errors. Installation and fabrication defects are not covered. Scratches, misuse, abuse,

neglect, improper handling or storage, and damage resulting from non-compliance with recommended applications are excluded from coverage.

5. Reporting and Inspection: All warranty claims must be reported immediately. Failure to report any claim within thirty (30) days of defect discovery will void the warranty. Products must be inspected before installation, and installation of products with visible defects voids the warranty.

6. Application Recommendations: DiVanchi is recommended for residential applications, including kitchen countertops, islands, table tops, bathroom vanities, tub and shower surrounds. Outdoor applications are not covered. The warranty only covers polished finishes.

7. Care and Maintenance: The warranty does not cover the altering of any factory-applied finish. Proper care, including the use of cutting boards, is required. Scratches and alterations made at a later date are excluded from coverage.

8. Liability and Damages: JJ Granite Inc. is not liable for secondary, incidental, or consequential damages. Any loss of time, inconvenience, expenses, costs, or other consequential damages caused by or resulting directly or indirectly from a covered problem is not covered.

9. Legal Notice: Slabs and installation products may contain chemicals known to the state of California to cause harm. For more information, obtain an MSDS at JJ Granite Inc.'s website or contact JJ Granite Inc. at (470) 854-0947.

A) JJ Granite Inc. is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering design, and structural movement, acts of vandalism, or accidents.

B) JJ Granite Inc. shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

To Make A Claim:

- 1. The original purchaser must notify JJ Granite Inc. in writing within 30 days of discovering any defect.
- 2. After notification, JJ Granite Inc. or an authorized representative will inspect and/or test the product for defects.
- 3. Upon validation of the claim, JJ Granite Inc. will notify the purchaser in writing and may repair or replace the originally purchased product at its sole discretion.

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DiVanchi distributed by JJ Granite Inc., 320 Brannon Rd. Cumming, GA 30041 Effective & Modification Date: Jan. 30th, 2024