

EOS^{CU} 10 YEAR PRODUCT WARRANTY

EOS Surfaces LLC warrants through the certified fabricator, installer or authorized reseller to the owners of EOS^{CU} Preventive|Biocidal Surface™ products for a period of ten (10) years* from the date of installation or shipment, that the product will be free from material defects, perform to a public health standard as indicated in the EPA Registration and conforms to the chemical description on the label. The product is reasonably fit for the purposes stated in the Directions of Use, subject to inherent risks, when used in accordance with directions. This warranty does not extend to the use of the product contrary to label instructions and buyer and user assume the risk of any such use. If at any time during the warranty period, a valid warranty claim is filed and your EOS^{CU} product is replaced, the end of the original warranty period – i.e. 10 years* from the original date of installation or shipment -- does not change. This warranty does not apply to components not manufactured by EOS Surfaces, which are subject to the specific warranties of those manufacturers, if any.

The Directions for Use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as manner of use or application or presence of other materials or other influencing factors in the use of this product which are beyond the control of EOS Surfaces or their authorized resellers. To the extent consistent with applicable law, all such risks shall be assumed by the buyer and user, and buyer and user agree to hold EOS Surfaces and their authorized resellers harmless for any claims relating to such factors.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, EOS SURFACES MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

What this Limited Warranty Covers

- EOS Surfaces' obligation under the warranty covers only the provision of replacement material to remedy a material defect. It may be determined, solely at the discretion of EOS Surfaces or its authorized agent, that a repair or partial replacement of affected part(s) be provided instead of a full replacement with new or refurbished part(s).
- This limited warranty covers products that have been maintained according to the EOS^{CU} Care and Maintenance Guide, provided free of charge at the time of installation, online at <http://eoscu.com/architects-designers/> or upon request, by EOS Surfaces, their certified fabricator or, authorized reseller.

What this Limited Warranty DOES NOT Cover

- This limited warranty does not apply when there is evidence of damage or failure as a result of environmental factors or other causes unrelated to the manufacture and design of the product. "Damage or failure" includes but is not limited to cracks, breaks, scratches, impacts, and surface discoloration. "Environmental Factors" include mishandling, misuse, accident, negligence, damage from excessive heat or cold, exposure to weather conditions, ultraviolet light, acts of nature, physical, chemical, or other abuse. "Physical, chemical or other abuse" includes any use of the product that is unreasonable considering the normal and expected uses of such products, and includes, but is not limited to, damage from use of unapproved cleaning solutions, allowing substances to pool on the product without prompt cleaning, excessive weight on the surface, impacts like the dropping of heavy objects on the surface/sink or collisions with the product. "Excessive heat or cold" means exposure to extreme hot or cold environments or devices producing temperatures to such a degree that lighter marks, rings, or cracks appear on the product.
- This warranty also does not cover damage or failure resulting from repairs, alterations, modifications, installation, or fabrication errors.
- This limited warranty does not cover color variances, seam appearances or any other aesthetic characteristic associated with the art of fabrication. The ONLY acceptable finish is a matte finish using a Mirka Abralon 360 grit WET sanding on all poured products.
- This limited warranty does not cover products that have not been paid for in full.

- This limited warranty does not cover any additional or supplemental repairs or modifications, such as equipment, furnishing, cabinet, tile, wall surface modifications, plumbing or electrical that may be necessary to repair or replace the EOS^{CU} product covered under this limited warranty; such other repairs and modification shall be the responsibility of the customer.
- EOS Surfaces is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural and engineering design, structural movement, acts of vandalism or accidents.

In Transit Damage Claims

All products are carefully examined before packaging for shipment. Ownership of the product passes to the customer upon pickup by the freight/ shipping carrier at the EOS Surfaces factory. Upon receipt of the customer's order, it is the responsibility of the customer to check for any physical damage to the external packaging/product that may have occurred during transit. Note any physical damage on all copies of the bill of lading (BOL)/ delivery receipt (DR) and notify EOS Surfaces immediately. It is recommended that the customer unpack all items, promptly inspecting for concealed damage. Any damage, visible or concealed, must be reported to EOS Surfaces within 48 hours from delivery so EOS Surfaces can file a claim with the freight/ shipping carrier. In the event a claim is not filed with the freight carrier within the 48 hours period following the delivery of the shipment, or the damage was not noted on the BOL/ DR at the time of receipt, the customer will be responsible for payment of the original invoice in full.

****Warranty Periods***

A one (1) year warranty period will apply for all furnishings and fixtures such as bed rail kits, over bed tables, folding tables, and push plates.

Warranty Registration

Complete products purchased directly from EOS Surfaces such as bed rail kits, over bed tables, folding tables, and push plates do not require a warranty registration.

For installed solid surface, sinks or furnishings containing solid surface components, as an express condition to the effectiveness of this Limited Warranty, your EOS^{CU} certified fabricator/ installer must complete the warranty registration online <http://info.eoscu.com/eoscu-warranty-registration-form-part-1>. The registration must be completed within 30 days following the installation/ delivery date. The above timely registration process is necessary for EOS Surfaces to properly assess, monitor and service its warranty. To the fullest extent permitted by law, this Limited Warranty will be void and not become effective without a timely registration.

Warranty Claim Process

In the event you identify a material defect covered by this warranty, complete a warranty claims form online at http://info.eoscu.com/warranty_claim_form. This limited warranty shall only apply to defects that are reported to EOS Surfaces Warranty Department within the applicable warranty period and which, upon examination by EOS Surfaces or its authorized representative, prove to be a warranty item. In order to obtain service under this limited warranty, you must reasonably cooperate with your certified fabricator, installer or authorized reseller and EOS' Agents in the efforts to service this limited warranty.

Disclaimer

Except as provided in this limited warranty, EOS shall not be liable in either tort or contract for any loss of direct, consequential, or incidental damages arising out of the use or inability to use this product in commercial applications covered by this warranty. Some states do not allow the exclusion or limitation of incidental damages so the above limitation or exclusion may not apply to you. EOS makes no other warranty, representation, or guarantee, expressed or implied, with respect to its products, except as expressly stated here in.

This Limited Warranty shall be interpreted exclusively under the laws of the Commonwealth of Virginia.

If EOS Surfaces performs or causes to be performed any repair work on its EOS^{CU} product during the Warranty Period, said repair work is not an admission nor is it an agreement that said work is covered by this Limited Warranty.

PLEASE NOTE: Many of the non-warranty issues covered in this Limited Warranty can be fixed at the owner's expense by an EOS^{CU} certified fabricator or by end user facilities management under the direction of the EOS Surfaces technical team.