



15 YEAR LIMITED RESIDENTIAL WARRANTY

Terms & Conditions

This warranty applies to product that was installed after August 1, 2019.

This warranty only covers materials that have been paid in full.

Architectural Surfaces Group (ASG) offers this warranty to the owner of the property at the time of installation and covers failure of MetroPorcelain due to manufacturing defects. Claims relating to faulty installation are not covered by this warranty and must be addressed with the installer.

Warranty is valid when fabricated and installed by a Certified Fabricator of MetroPorcelain, in accordance with procedures set forth by Architectural Surfaces Group (ASG), for a period of fifteen (15) years from the original installation date.

If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty. In all cases, resolution of the claim, whether repair or replacement, is at the sole discretion of Architectural Surfaces Group (ASG).

This warranty applies only to MetroPorcelain surfacing materials supplied by ASG and does not apply to any other products or materials, including other porcelain surfacing products manufactured or supplied by any other party.

This warranty is valid for the owner of a single-family residence in which the owner is the primary occupant, and in which MetroPorcelain was originally installed. When installed in a newly constructed home, the owner/occupant taking possession of the single family residence from the builder will be considered the owner, and will have full rights under this warranty. MetroPorcelain, when fabricated and permanently installed by a Certified installer, in a single family residence shall be covered under this warranty. This warranty is valid only when MetroQuartz was permanently installed and has not been moved from its original installation. This warranty does not cover any residence where the owner is not the occupant.

This warranty is not transferable. Under no circumstances shall this warranty exceed fifteen (15) years from the date of installation. This warranty is limited to the original purchaser of the MetroPorcelain installation issued to the original owner of the structure in which the MetroPorcelain was installed and expires upon transfer of the ownership of the structure to a third party.

To request service under this warranty you must contact the company who sold you MetroPorcelain or contact Dealer within thirty (30) days of the failure of MetroPorcelain quartz surfacing materials. You may also contact ASG at 512.263.7625 within this time frame.



Following installation, you must register your product within thirty (30) days in order to activate your warranty. To register, you may complete the online registration at www.MetroPorcelain.com.

In the event that no record of your warranty is on file, you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner, Authorized Dealer and Fabricator. Upon receipt, MetroPorcelain will fully honor this warranty even though no warranty is on file. In order to receive redress under your warranty claim, you must agree to cooperate with Dealer or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

In the event that MetroPorcelain surfacing materials fail due to a manufacturing defect, ASG will, at its sole discretion, repair or replace such materials. ASG will seek to obtain the best possible result, whether we decide to repair or replace your installation. In the event of replacement, exact replacement of claimed material is not guaranteed due to variations in the manufacturing process and color drops by either ASG or the supplier. This warranty covers the replacement of the defective material. It does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incidental costs that may be associated with the removal or reinstallation of material covered under this warranty.

All decisions regarding this warranty are at the sole discretion of ASG. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of ASG with respect to MetroPorcelain quartz surfacing products.

TERMS AND CONDITIONS:

This warranty applies to MetroPorcelain products supplied by ASG. In no way does it apply to any other products or materials supplied by any other manufacturer or supplier, including other porcelain or ultra-compact products.

This warranty applies only to materials that have been maintained according to the MetroPorcelain Care & Maintenance guidelines. These guidelines are available on the Resources page at www.MetroPorcelain.com.

This warranty is valid only for MetroPorcelain installed in a single family residence, and only when the owner is the primary occupant.

This warranty applies only to materials that have been installed according to the MetroPorcelain Fabrication & Installation Manual. This manual is available on the Resources page at www.MetroPorcelain.com.

This warranty is valid only when MetroPorcelain was permanently installed and has not been moved from its original installation.



This warranty only covers materials that have been paid in full.

In order to receive redress under your warranty claim, you must grant access to ASG or its authorized agents to inspect and assess the validity of the claim. You must additionally agree to cooperate in their effort to satisfy the obligations of this warranty.

ASG will repair or replace, at its discretion, material covered under this warranty that failed due to manufacturing defect.

In the event of replacement, exact color match to claimed material is not guaranteed, due to variations in the manufacturing process.

This warranty covers the replacement of the defective material. It does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incidental costs that may be associated with the removal or reinstallation of material covered under this warranty.

This warranty is transferable only under the following conditions: the initial owner, as defined above, must have registered the warranty with ASG, the registered owner must submit in writing, to ASG, the name and phone number of the new owner, as well as the address of the single family residence where MetroPorcelain is installed. In all cases, the new owner must follow the warranty guidelines for care and use in order to receive benefits under this warranty.

Any warranty that has been transferred will be prorated. That warranty will be valid for only fifteen (15) years from the original installation date.

ASG is the final arbiter of all claims and interpretations made against this warranty and its determination shall be final. No one is authorized to make any claims or promises outside of this document on behalf of ASG.

EXCLUSIONS:

This warranty does not cover any application for use in a commercial property, including but not limited to: areas open to the general public, rental properties, motels/hotels, temporary residences, or buildings designed for business.

MetroPorcelain is designed to provide a lifetime of use. However, improper use, application, or installation will shorten the lifespan of the product and as such will not be covered by this warranty. Such actions include, but are not limited to: mishandling of the product, impact damage, physical or chemical abuse, improper care and maintenance, and failure to follow proper installation practices.



This warranty does not cover scratches or marring by chemicals, impact damage, or seam appearance or performance.

This warranty does not cover damage caused while securing mechanical fasteners directly to the product.

This warranty does not cover damage to the product caused by the installation of sinks and/or hardware.

This warranty does not cover mitered edges where the joints were not correctly cut.

Impact damage, such as cracks or chips, is not covered by this warranty.

This warranty does not cover routine maintenance, such as the removal of water spots and stains, or damage that could have been avoided by performance of routine maintenance and daily care. Care and maintenance guidelines are available at: MetroPorcelain.com

This warranty does not cover failures due to inadequate support of the installation, including, without limitation: base structures, as well as overhangs in excess of 6" without additional support in tops with no cutouts, 3.5" unsupported overhang for tops with cutout(s).

This warranty does not cover damage that is the result of "dry" cutting or polishing, such as chips and cracks.

This warranty does not cover installations of MetroPorcelain by non-certified Installers.

This warranty does not cover failures that are the result of the fabricator or installer deviating from the recommended installation guidelines put forth by Pental Surfaces ASG for MetroPorcelain.

Fabricators, as part of the fabrication and installation process are required to visually inspect each slab, both prior to fabrication and again prior to installation, using the inspection criteria provided to them by ASG. Any defects that were identifiable through the visual inspection process, but were installed anyway, are the responsibility of the fabricator and will not be covered under this warranty.

This warranty does not cover any damage or flaws in the material that are the result of the structural degradation or modification by the fabricator including but not limited to: milling or reducing the thickness of the material.

This warranty does not cover any alteration of the finishes applied by the factory. The fabricator will be solely responsible for any issues that arise from the modification of the factory finish.



This warranty does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incurred costs that may be associated with the removal or reinstallation of material covered under this warranty.

Although man made, each slab of MetroPorcelain is unique. Examples provided to customers and dealers may not be an exact match in color, hue, shape, or vein pattern to what is installed on any given application due to variations in the natural properties of the manufacturing process. These variations from the samples viewed will not be covered under this warranty.

This warranty does not cover any damage that may be incurred while the material is stored or installed on a construction site prior to the "owner" taking possession. Nor does this warranty cover any damage done to the material as a result of a remodel process. ASG is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, structural movement, acts of vandalism or accidental incidences.

ASG 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.

THE FOREGOING IS THE COMPLETE WARRANTY FOR METROPORCELAIN AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO METROPORCELAIN AND ASG, EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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