

Cosmos Surfaces Opulith™ Limited 10-Year Residential Warranty

Cosmos Surfaces extends this Limited 10-year Warranty to the residential owner-occupant of the installed Cosmos Opulith™ honed or matte surfaces*. In the instance of a newly constructed single-family home with Cosmos Opulith™ installed, the warranty is available to the first owner-resident of the home.

This warranty is limited to the registered owner-resident of the installed Cosmos Opulith™ surfaces* and guarantees the Opulith™ surfaces* to be free of any manufacturing defects and perform as intended when properly fabricated and permanently installed by a certified installer and maintained as per the Cosmos Opulith™ Care Guide for honed and matte surfaces.

This warranty is limited to the residential owner-occupant of the installed Opulith™ surfaces* and is transferrable. This warranty is valid from the date of original, permanent installation of a Cosmos Opulith™ surface* and is only valid if the original owner-resident has registered their product within 60 days of purchase. This warranty does not cover any applications in a commercial setting including but not limited to malls, restaurants, rental properties, hotels/ motels/ hostels, vacation rentals, temporary residences, or buildings designed for businesses.

This Limited 10-year Warranty is applicable to the Opulith™ surfaces* sold and registered after April 1 2021.

Cosmos Surfaces may repair or replace the defective Cosmos Opulith™ surface* with a Cosmos Opulith™ surface* of same color, thickness, finish, etc. as the defective product purchased by the original consumer. In the case of the original product being discontinued or unavailable for any reason, the defective surface* will be replaced by Cosmos Opulith™ surface* with similar characteristics.

Subject to the limitations stated herein, this limited warranty covers products that have been maintained according to the Cosmos Opulith™ surfaces Care and Maintenance Guidelines set forth on www.cosmosurfaces.com

WHAT THE WARRANTY COVERS

- 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 Ultraviolet (UV) sunlight in both indoor and outdoor applications.

WHAT THE WARRANTY DOES NOT COVER

- Opulith™ products used in any application other than for countertops.
- Faulty or improper fabrication.
- Problems caused by incorrect finish/preparation of the product and/or improper installation methods.
- Problems caused by modification or manipulation of the original Cosmos Opulith™ product.
- Damages to the countertop during shipping, transportation, or installation.
- Cracking due to an external force such as uneven cabinets or flooring, structural settling or movements, other conditions in the residence that may cause the Cosmos Opulith™ surface to shift.

- Surfaces treated or covered with unapproved chemicals or coatings. If Cosmos Surfaces 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.
- Products that have not been paid for in full.
- This warranty does not cover products exposed to abnormal use or conditions of abuse in any way. This 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. 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.
- Cosmos Opulith™ 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 seam appearance or performance.
- Differences found between samples or photographs and the actual Cosmos Opulith™ surface* purchased.

WARRANTY REGISTRATION/ TRANSFER OF OWNERSHIP:

To receive coverage under this limited warranty, the countertop must be:

- Owned by the registered homeowner.
- Paid for in full, as evidenced by a valid proof of purchase (the original receipt for the countertop from the fabricator/wholesaler the registered owner purchased the countertop from).
- Registered within 60 days of installation of the countertop by the homeowner.

To register your Cosmos Opulith™ surface*, you must fill out the warranty registration form online at www.cosmosurfaces.com or call or write to Cosmos Surfaces at the phone number or address below to obtain a registration form. **You must register within 60 days from purchase to be eligible for this warranty.**

Cosmos Surfaces
8610 S 212th St
Suite 100
Kent, WA 98032

Phone: 253-896-2669

If the registered owner sells or transfers the property in which the Cosmos Opulith™ countertop/ surface* is installed, the new owner of the property may become the registered owner by contacting a customer service representative and sending proof of transfer of ownership, together with the completed new registered owner information section of the warranty registration form online or via fax or mail to the address below. These steps must be taken within 30 days of transfer of ownership.

Upon validation of purchaser's warranty registration, purchaser will receive confirmation via email.

MAKING A WARRANTY CLAIM:

If you believe that there is a defect in your Cosmos Opulith™ surface*, and would like to make a claim under this warranty, you can do so by email or by telephone by contacting Cosmos' Customer Service at:

Cosmos Surfaces
8610 S 212th St
Suite 100
Kent, WA 98032

Phone: 253-896-2669

To obtain service under this warranty, you must permit Cosmos Surfaces' or its authorized agents, fabricators, or installers to inspect the Cosmos Opulith™ surface* at your residence. Also, you must reasonably cooperate with Cosmos and its agents in their efforts to service this limited warranty.

All obligations of Cosmos Surfaces under this warranty are contingent upon Cosmos Surfaces being provided proper notice by the purchaser covered by the warranty and a reasonable opportunity for Cosmos Surfaces to perform its work. Your failure to allow for an inspection will void this warranty.

In no event shall Cosmos Surfaces 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.

Cosmos Surfaces makes no other warranty, representation, or guarantee, express or implied, with respect to Cosmos Opulith™ 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 state to state. This is the only warranty offered by Cosmos Surfaces for Opulith™ honed or matte surfaces for residential applications. No one other than Cosmos Surfaces is authorized to make any warranty or promise with respect to Cosmos Opulith™ surfaces*.

Cosmos Surfaces 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.

*This warranty applies to Cosmos Opulith™ *honed or matte* surfaces. For warranty information on Cosmos Opulith™ *polished* surfaces, please refer to the relevant warranty document.