# Granite Certified by Kitchen Magic Residential Warranty

Kitchen Magic, 4243 Lonat Drive, Nazareth, PA 18064

### Warranty Coverage

Kitchen Magic (the "Seller") warrants the original purchaser (the "Buyer") that the granite countertop installation performed by the Seller is free from defects in workmanship under normal use and service.

### Duration of Warranty

This warranty is effective for eleven (11) years from the date of completion of the installation and is non-transferable. Labor is warranted for one (1) year from the date of project completion.

## **Coverage Conditions**

This warranty covers:

- Defects in fabrication
- Defects caused by improper installation
- Stains from food and beverages
- Seam performance

This warranty does not cover:

- Countertops moved from their original permanent placement once they are installed
- Natural characteristics of granite including but not limited to surface pitting, inclusions, fissures, variations in color, gloss level and texture, depth and clarity
- Normal wear and tear, minor cosmetic imperfections, or changes in color or gloss over time
- Damage due to physical abuse including but not limited to excess weight, standing, sitting, accidental or intentional impacts, excess heat, fire or flame
- Staining due to chemicals, including but not limited to paint, stain, putty oils or residue, oils, acids, metal cleaners, oven cleaners, solvents and alkalis
- Damage or injury caused in part or in whole by acts of God, job site conditions, structural movement or settling, architectural or engineering designs, accidents or vandalism
- Seam placement or location, size, color or appearance of seams, color match from piece to piece, seam separation or opening due to movement, impacts, excess weight or settling
- Commercial use or abnormal conditions including but not limited to use in stores, restaurants, dormitories, offices, exteriors, trains, recreational vehicles, boats, or aircraft
- Use in rental properties, where the countertop is used by a non-owner or purchaser

This warranty covers only the repair or replacement of the actual section of the material that is determined to be damaged by the manufacturer's investigation. The warranty does not cover any other expenses that may be incurred as a result of the replacement of the countertop, including but not limited to those from plumbing, gas, electrical, tile, wallpaper, sheetrock, painted surface, or trim work.

#### Buyer's Responsibilities

To maintain the validity of this warranty, the Buyer must:

- Retain proof of purchase and payment in full and provide it upon request
- Have the granite countertop sealed by a Granite Certified by Kitchen Magic Fabricator every two (2) years (for food and beverage stain protection)

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# **Claim Procedure**

To make a warranty claim, the Buyer must contact Kitchen Magic via one of the methods below. The Buyer may be required to provide photographs of the alleged defect and proof of purchase.

Phone:	Web:	Email:
800-237-0799	https://www.kitchenmagic.com/service/warranty	customerrelations@kitchenmagic.com

#### Remedy

If a valid warranty claim is established, the Seller will inspect the countertop(s). If problems are deemed the result of abuse or other uncovered points outlined herein, the Buyer will be billed for a standard service call. Stains from food and beverages will be treated by applying a poultice (or other method deemed necessary) supplied by a Granite Certified by Kitchen Magic fabricator. This may require more than one application. New sealer will be applied after the stain removal treatment. If necessary, the Seller will repair or replace, at its discretion, the Granite Certified by Kitchen Magic found to be defective.

#### Limitation of Liability

The remedies provided under this warranty are the sole and exclusive remedies available to the Buyer. The Seller shall not be liable for any incidental, consequential, or special damages arising out of or in connection with the use or performance of the installation.