

# Countertop Stain Protection

## LIMITED WARRANTY



THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS – YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### Terms and Conditions

Subject to the conditions and limitations stated in this document, Custom Building Products (CBP) warrants to the authorized fabricator and / or applicator and original owner that the Aqua Mix sealer purchased will be free from manufacturing defects and will provide a stain resistant seal against common food and beverages (such as but not limited to coffee, mustard, ketchup, juices, soft drinks and butter) under normal usage for twenty (20) years for interior residential counter tops; ten (10) years for interior commercial counter tops and two (2) years for exterior residential counter tops when applied in accordance with Aqua Mix's most recently published instructions, specifications and guidelines for said installation. Installation must be sealed with Aqua Mix Sealer's Choice Gold and maintained according to technical data sheet instructions with Aqua Mix Aqua Shield. All spills must be immediately cleaned. Warranty coverage applies to granite, marble and engineered stone counter tops. For residential new construction apartments, condominiums or townhomes, a minimum of one kit per residence is required. This warranty becomes effective upon registration of the project. Validation form must be registered with Custom Building Products within 90 days from substantial completion. This warranty is not transferable beyond the original owner of the countertop.

### Exclusive Remedy

In installations correctly utilizing Aqua Mix products listed on this document, CBP will remove covered stain(s), at its discretion, to the affected area(s) of the installation. For claims that are deemed to be valid, CBP will provide at no charge cleaning products and technical support to remove the stain(s). If we conclude that the prior remedy is not successful, we will send an approved field representative to remove the stain(s) through normal or specialized cleaning techniques. More than one attempt may be necessary to fully remove some stains. Products sent from CBP must be made available to the field representative if requested. If CBP determines that a stain(s) is not able to be removed, CBP will replace the affected portion of slab including labor. Replacement slab will be chosen by the owner and approved by CBP up to the cost of the original slab. As natural stone has natural variation, CBP cannot guarantee an exact match to the original slab in color and finish. Incidental costs including plumbing, electrical or other related expenses will not be covered. In the event of slab replacement, the remainder of the initial warranty will be in place. Proof of product purchase of sealer and cleaner is required with any claim.

### Limitations

CBP shall not be responsible for problems resulting from the use of unsuitable cleaning products or techniques, etching, misapplication of sealer or workmanship that is not in accordance with standard industry practices and procedures and CBP published instructions. Clean all stains immediately. Stains caused by other substances other than common food and beverages shall not be covered including but not limited to acids, plumbers putty, silicones, paints and specialty dyes or inks. Staining that results from the normal or excessive wear of the treated material will not be covered. CBP will not be liable for any loss or damage arising from the Aqua Mix product incorporated therein, whether direct, indirect, special, incidental, consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict product liability. Some states do not allow the exclusion of consequential damages, so these limitations or exclusions may not apply to you. Acts of God including but not limited to flooding, hurricane, tornado, earthquake and fire shall not be covered under this warranty. CBP will not be responsible for product failure resulting from the use of non-CBP products or non-specified products. The potential for efflorescence, iron leaching in certain stones such as multi-colored slates and other inherent characteristics in the tile, stone, grout and installation system in general is not considered a manufacturing defect or failure of the sealer. Although CBP may have suggested the material or developed the material at the request of the owner or applicator, it is the responsibility of the owner to test and determine the suitability of the material for the intended use and purpose, and the owner assumes all risk and liability whatsoever regarding such suitability.

### No Service Contract

This warranty does not constitute a service contract. Additionally, this warranty does not create any obligation on the part of CBP as a result of any product or system failure determined by CBP to have been caused by ordinary wear and tear or by the failure of the owner to perform reasonable and necessary maintenance.

### Warranty Requirements

CBP installation requirements can be obtained by calling Technical Support at (800) 272-8786 or through [custombuildingproducts.com](http://www.custombuildingproducts.com/ultimate-care-program.aspx). Warranty registration should be filled out at <http://www.custombuildingproducts.com/ultimate-care-program.aspx>. Retain purchase receipt for any claims.

### Claims Procedures

If you wish to make a claim under this limited warranty, you must notify CUSTOM immediately in writing at: **Technical Services, Custom Building Products, 10400 Pioneer Blvd., Santa Fe Springs, CA 90670**. Include any and all information related to an alleged stain on the surface. The claim must be submitted in a timely fashion, and evaluated by CBP before any repair work is done. CBP reserves the right to physically inspect any project with a claim pending prior to determining validity of the claim. Proof of purchase will be required. For any claim that is not valid, CBP will be paid reasonable charges, including travel and labor, associated with investigation of such claim.

