

COMMERCIAL LIMITED WARRANTY

PANMINQUARTZ®

PANMIN

Corporate Headquarters:

RM 2002, No.21 Jiahe Rd, Xiamen City, Fujian Province, China

China Factories:

Kuixia Industrial Area, Shijing Town, Nan'an City, Fujian Province, China

No.58 Zhengxing Ave, Zhangzhou City, Fujian Province, China

Cambodia Factory:

ZSEZ, KM175, No.4 National Rd, Prey Nob, Sihanouk Province, Cambodia

PROFILE

PANMIN is a comprehensive and innovative supplier of both natural and man-made stone products. PANMINQUARTZ® is man-made quartz surfaces from PANMIN, which can be applied for residential and commercial interior decoration including kitchen countertops, bathroom vanities, office tables, wall panels, tiles, and more. With strong confidence in quality and service, it offers a 15-year and a 10-year warranty respectively for PANMINQUARTZ® for residential and commercial use.

PANMIN has its main office and two factories in China, and one factory in Cambodia. Our globalization setup will benefit our customers from different locations and areas.

PANMIN has acquired products certification such as SGS, NSF and UL since 2012. PANMINQUARTZ® is CE certificated and is evaluated and certified by NSF. It also has Greenguard Gold certified by UL for low chemical emissions, guaranteeing safety factors to sensitive individuals such as children and the elderly, patients in schools and hospitals. The certification ensures the final consumer's maximum safety and protection.

PANMINQUARTZ® has been keeping high quality. It not only meets the international certification standards but also customers' satisfaction. We are devoted to providing sufficient services to our customers. As long as you need, don't hesitate to contact us.

COMMERCIAL LIMITED WARRANTY

PANMIN warrants that its installed products will be free from manufacturing defects in an interior, commercial use situation for ten (10) years from the date of installation. If a manufacturing defect occurs during the warranty period, this warranty applies exclusively to the repair or replacement of the defective PANMINQUARTZ.

This warranty applies to the repair or replacement of defective material in slab form. PANMIN is not responsible for any other labor costs that could be associated with the repair or replacement of material, including but not limited to the removal, disposal, fabrication, installation, repair, or replacement of collateral items.

No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

Fabricators process countertops and other products from slabs purchased from PANMIN. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by PANMIN and shall be final and binding on all parties. No representative, dealer, salesperson, distributor, fabricator, or any other person is authorized to make any warranty or promises on behalf of PANMIN.

In the event of a defect covered under this warranty, PANMIN shall have the sole discretion whether to repair or replace the defective material. The cost of installation and/or fabrication is NOT covered under this warranty. Without derogating from the aforementioned, replacement of defective PANMINQUARTZ slab will be subject to inventory constraints. Besides, the replaced slab may not be the same as the defective slab.

Commercial Property is defined as any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels, or other temporary residence applications.

This warranty is published officially at www.panmin.com. PANMIN might update the warranty clause at its sole discretion any time. But the specific version of warranty published on the original date of installation is binding upon you and PANMIN.

TERMS AND CONDITIONS:

- 1.** This warranty applies only to PANMINQUARTZ. This warranty does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party.
- 2.** This warranty applies only to PANMINQUARTZ that have been permanently installed in the interior of a commercial structure and have not been moved or altered from the original installation.
- 3.** This warranty is issued to the ORIGINAL OWNER of the commercial property who purchased and installed PANMINQUARTZ. This warranty expires upon transferring the ownership of the property to subsequent parties. This warranty is not transferable and does not cover claims made by subsequent owners of the commercial properties.
- 4.** This warranty only covers materials that have been paid in full.
- 5.** This warranty does not apply to unoccupied structures.
- 6.** PANMINQUARTZ must be maintained according to PANMINQUARTZ Care & Maintenance Guidelines. The Care & Maintenance guidelines are available at www.panmin.com.
- 7.** This warranty only applies to polished finishes. It does not apply to surfaces with honed and textured finishes.
- 8.** Color samples provided to owner customers, fabricators, and installers may not match the actual stone. PANMINQUARTZ is made of natural quartz. Variation in color, shade, pattern movement, and grain size are quite normal on this natural product. Samples are small pieces cut from a slab; they do not display all the characteristics of the actual slab. These characteristics are inherent in the quartz stone. Color samples provided are for reference only and not an exact replication of what will be installed in your property. We advise customers to check the actual slabs to make sure the right colors are received.
- 9.** If PANMINQUARTZ fail due to a manufacturing defect, PANMIN will, at its sole discretion, repair or replace such materials. PANMIN cannot guarantee an exact color match to an existing product. PANMIN is not liable for any loss of direct or indirect, consequential, incidental, punitive, or any other similar damages arising out of the use or inability to use the product covered by this warranty, including but not limited to loss of use, loss of profits, business interruption, and/or any other losses.

10. Laws and building safety regulations governing the design, engineering, and construction of installations vary widely. PANMIN has no responsibility concerning the selection, design, engineering, or construction of the installation.

11. To obtain service under this commercial warranty, the customer must provide proof of purchase in the form of the sales contract showing the name of the owner of the commercial property. This warranty is not applicable without proof of original contract.

12. Following installation, you must register your product within thirty (30) days to activate your warranty. Complete the online warranty registration form at www.panmin.com. You must agree to cooperate with PANMIN or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

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EXCLUSIONS:

- 1.** This warranty does not cover PANMINQUARTZ installed in any outdoor places.
- 2.** This warranty does not cover PANMINQUARTZ used as flooring material.
- 3.** This warranty does not cover seam appearance or seam performance, adhesives, caulks, or any other accessory items. Once the product is installed the main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets, foundation, or thermal shock. Thermal shock can occur when a hot pan, dish, or other receptacle or object is left on the countertop for even a brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.
- 4.** This warranty does not cover any fabrication work that was not completed by a PANMIN certified fabricator.
- 5.** This warranty does not cover abnormal use or conditions or abuse in any way. Abnormal use or conditions includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat or exposure to weather conditions, exposure to ultraviolet light, physical or chemical abuse, and damage from improper care and maintenance, or failure to follow proper installation practices. Never use paint removers, strong alkaline, acid or oxidizing substances, and products with pumice.
- 6.** This warranty does not cover additional modifications or supplemental repairs such as structural changes, plumbing, electrical installation, cabinets, tiles, etc. that may be necessary to complete the repair or replacement of PANMINQUARTZ covered under this warranty. The supply of these material and labor costs shall be the responsibility of the owner of the commercial property.
- 7.** This warranty does not cover chips, scratches, thermal shock, impact damage, or chemical damages. PANMINQUARTZ is highly resistant to scratches, but they are not scratching-proof. No cutting shall be done directly on the surface and a cutting board shall always be used. Proper care and maintenance shall be followed at all times – refer to the PANMINQUARTZ Care & Maintenance Guidelines at www.panmin.com.
- 8.** This warranty does not cover mitered edges where the joint is not cut correctly.
- 9.** This warranty does not cover the alteration of any PANMINQUARTZ factory-applied finish. Any issues

arising from the practice of “additional and/or in shop honing” are the sole responsibility of the fabricator who performed the process and/or the owner who purchased the original PANMINQUARTZ.

10. This warranty does not cover any abnormal adjustment made to the material including bending, curving, thickness reduction, surface finish variation, or any other alteration to the original PANMINQUARTZ.

11. This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs over recommended support guidelines provided by PANMIN or an unsupported base. Improper fabrication and/or installation is the sole responsibility of the fabricator/installer.

12. This warranty does not cover the installation of sinks, other plumbing fixtures, or appliances.

13. This warranty does not cover a product that has been moved from its original installation location.

14. PANMIN is not responsible for damages or injury caused by force majeure, job site conditions, architectural/engineering design or changes, structural movement/degradation, acts of vandalism, or accidents.

15. PANMINQUARTZ might contain important information on the back of each slab. Removing this product information will void the warranty.

16. This warranty does not cover what is referred to as spots or “beauty marks” smaller than 16mm (5/8 inches). A certain level of spots or “beauty marks” are inherent in the manufacturing process and do not affect the structural integrity of the material.

17. To obtain service under this limited warranty, a PANMINQUARTZ authorized agent must be permitted to inspect the PANMINQUARTZ being claimed. PANMIN requires full cooperation with its agent in the efforts to service this limited warranty. PANMIN’s findings shall be final and binding to all parties.

18. PANMIN makes no other warranty, representation, or guarantee, express or implied, concerning its products, except as expressly stated herein. This is the only warranty offered by PANMIN for its quartz surfacing materials.

19. Other than PANMIN itself, no one is authorized to make any warranty or promise on behalf of PANMIN concerning its materials.

THE FOREGOING IS THE COMPLETE WARRANTY FOR PANMIN AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE CONCERNING PANMINQUARTZ BY WORDS OR CONDUCT.

PANMIN EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME LOCATIONS OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM DIFFERENT LOCATION.

THIS WARRANTY CONSTITUTES A PART OF THE SALES CONTRACTS YOU SIGNED.

NOTE: PANMINQUARTZ ® IS THE REGISTERED TRADEMARK OF XIAMEN DEYUAN PANMIN TRADING CO., LTD.