# Tile & Stone Warranty



### Dynamic Stone Tile & Stone Products Limited Warranty

The Dynamic Stone Tile and Stone warranty covers only products distributed by Dynamic Stone as outlined below and applies only to the original purchase of standard grade (first quality) products only.

Products are guaranteed to be reasonably free of manufacturing defects in material and / or craftsmanship as per American National Standard Specifications ANSI A137.1 standard for ceramic tile, and ANSI 137.2 standard for glass tile. Natural stone products are guaranteed to meet or exceed the guidelines established by the Natural Stone Institute. Shade variation is not a manufacturing defect.

Natural stone products are quarried and cut from natural material formations in the earth and inherently have variations that are part of the stones natural characteristics. No two pieces are alike. These products are simply dimensionally sized and surface finished via a factory process. Raw materials are not factory made, as such, Dynamic Stone does not warrant stone products for any natural variances that may occur, including but not limited to: color tone / shade, irregular markings, voids, pitting, veins, and difference in density causing sheen variations, cleft variations, surface characteristic variations. Materials with natural clefts are subject to caliber variances, these variances are not considered defects.

With normal wear, cracks and voids may appear; these characteristics are part of the natural beauty of the stone and will not impair the function or wearing qualities of the material and do not constitute a warranty issue.

Products are guaranteed to meet or exceed the minimum standard specifications required at the time of production. This warranty does not cover damage from misuse, abuse, negligence or faulty / defective installations or for failure to properly maintain and care for products. Changes in tone of natural stone may occur over time and are not covered under the product warranty as these are natural occurrences.

It is the purchasers responsibility to verify that the product selected is suitable for the application it is being used prior to purchase and installation. Improper applications for the material used voids all warranties. Installation must follow the TCNA Handbook for Ceramic, Glass, and Stone Tile Installation for tiles and The Natural Stone Institutes guidelines for slabs, countertops and dimensional stones. Failure to install properly will void all warranties.

All items should be inspected prior installation. Any item that has a visual defect must not be installed. Installation constitutes acceptance.

Any articles claimed as "defective" must be returned for inspection upon request. If your product should prove to be defective within the warranty period, Dynamic Stone may, at its option, repair or replace the defective product piece(s) with a like product as it deems fit (installation not included), provided notice is given and acknowledged prior to installation.

Dynamic Stone is not liable for any shipping / transportation costs, labor costs for the removal of existing product and / or installation of replacement product, no form of labor is covered under this product warranty. Dynamic Stone shall not be responsible or liable in contract or tort for any special, indirect or consequential damages, for loss of use, or for injury or damage caused to persons or property.

## Tile & Stone Warranty Continued



### Disclaimer:

Dynamic Stone offers no warranties, express or implied, other than those set forth in this warranty statement.

Product samples and visuals online are for general reference only. Due to the natural variances of raw ingredients and the production process, tile and stone are subject to variations in color / tone, veining and technical specifications such as DCOF and moisture absorption.

Dynamic Stone shall not be made liability on any claim made by anyone exceeding the purchase price paid for the product.

All warranty claims must be reported within 15 days of 'defect' discovery for investigation; failure to report immediately voids this warranty.

Dynamic Stone reserves the right to update or modify this Warranty Statement at any time without prior notice.

### Five Year Residential Limited Warranty

Dynamic Stone warrants the original purchaser that products are guaranteed to be reasonably free of manufacturing defects in material and / or craftsmanship as per industry standards at the time of production for a period of five years. Should any product prove to be defective within the warranty period, Dynamic Stone will repair or replace the defective piece(s) with a like product of equivalent value or refund the purchase price at our discretion. Labor costs for installation, removal of existing product and installation of replacement product is not included. Shade match of any replacement product to that being replaced cannot be guaranteed. This warranty is non-transferable.

### One Year Commercial Limited Warranty

Dynamic Stone warrants products to be reasonably free of manufacturing defects in material and / or craftsmanship as per industry standards at the time of production for a period of one year from the date of installation of the product. Due to lack of control of the surrounding environmental conditions, installation processes and structural schematics, Dynamic Stone cannot accept responsibility for the performance of our products after they are installed. However, should any product prove to have a manufacturing defective within the warranty period, Dynamic Stone will repair or replace the defective piece(s) with a like product of equivalent value or refund the purchase price at our discretion. Labor costs for installation, removal of existing product and installation of replacement product is not included. Shade match of any replacement product to that being replaced cannot be guaranteed. This warranty is non-transferable.

Dynamic Stone defines a commercial application as one taking place in any structure, other than a primary residence / dwelling, occupied by the owner of the tile.

## Tile & Stone Warranty Continued



### Filing a Warranty Claim:

In the unlikely event of a claim, please notify the original point of purchase. Be prepared to describe the specific problem, provide photos of the product & carton labels and include a copy of your invoice / proof of purchase upon request. The necessary steps to ensure the claim is looked after should come from the establishment at which the original point of purchase took place.

If advised by the dealer / original point of purchase, you may contact Dynamic Stone directly for warranty issues as per the following process:

- 1. The original purchaser must notify Dynamic Stone in writing within 15 days of the occurrence of any 'defect' discovery and provide proof of purchase, images of the claimed defect, product carton labels and a complete detailed description of the suspected defect.
- 2. Once notified, Dynamic Stone will determine next steps for inspection and may require additional images showing the claimed defect or for the return of the product claimed to be defective for inspection/ testing. Failure to produce the requested information or the physical product for inspection if required will render this warranty void in its entirety.
- 3. If a product is deemed defective, Dynamic Stone will notify the purchaser in writing and will advise as to the warranty solution at such time. As outlined in the warranty statement, Dynamic Stone reserves the right to repair, replace with a like product or refund the purchase price of the product. Only the defective tile(s) or piece(s) will be replaced, repaired, or refunded.