

CAMBRIA FULL LIFETIME WARRANTY

[United States and Canada]



C A M B R I A[®]

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Cambria Company LLC, a Minnesota limited liability company (“Cambria”), provides this Full Lifetime Warranty (“Warranty”) to each owner (“You”) of installed Cambria[®] surface product (“Product”) during the Warranty Period (as defined below), subject to the terms and conditions of this Warranty.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR BETWEEN PROVINCES AND TERRITORIES.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND CAMBRIA HEREBY DISCLAIMS ALL OTHER WARRANTIES. Some states or provinces/territories do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

THE REMEDIES DESCRIBED BELOW ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND CAMBRIA'S ENTIRE LIABILITY UNDER THIS WARRANTY. IN NO EVENT SHALL CAMBRIA BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS, EVEN IF CAMBRIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or provinces/territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

WHO MAY USE THIS WARRANTY?

Cambria provides this Warranty to You as the owner of the Product if it was purchased and installed in the United States or Canada after September 1, 2018. This Warranty commences upon the original installation of the Product and continues for the lifetime of the Product until the Product is removed, replaced, altered or subjected to excluded damage (the “Warranty Period”). This Warranty shall automatically transfer to subsequent owners of the Product during the Warranty Period.

WHAT IS COVERED BY THIS WARRANTY?

Cambria warrants the Product against manufacturing defects for the Warranty Period subject to the terms and conditions of this Warranty. This Warranty shall apply only when the Product is properly fabricated and installed for the interior use of residential, commercial or marine applications by Cambria approved installers and fabricators.

WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to Product that has been removed, replaced or altered after its original installation, or Product subjected to damage due to mishandling, abnormal use, misuse, physical abuse, chemical exposure, direct or sustained heat or cold, including sudden or rapid changes in temperature or thermal shock, exposure to chemicals, outdoor installation or partially exposed outdoor installations, excessive pressure, force or loading applied from a person, utensil or object, including, but not limited to, cracks and/or chips resulting therefrom. In addition, improper, insufficient or poorly designed support, cabinets, structures, substrate or sub-floors for, on, near or under the Product are not covered by this Warranty. For the avoidance of doubt, if Cambria performs or causes to be performed any repair work on the Product, such repair work is not an admission or an agreement that the particular damage or issue is covered by this Warranty.

Your Product will not be covered by this Warranty if it is sold by unauthorized resellers or if it is sold by authorized resellers selling outside their authorized territory. To confirm whether a retailer is approved please visit CambriaUSA.com, CambriaCanada.com or call 1-866-CAMBRIA. This Warranty does not cover the quality of the fabrication or installation or damage or defects caused by fabrication or installation. Fabrication or installation issues must be resolved directly with the point of purchase, fabricator, or installer and are Your responsibility.

EXAMPLE USES OF PRODUCT NOT COVERED BY THIS WARRANTY.

The following list includes, without limitation, examples of unintended uses of the Product which are not covered by this Warranty: Product installed in entry-ways subject to traffic flow from the outdoors; Product installed outdoors, whether in partially covered or otherwise sheltered areas or not; Product installed in areas exposed to saltwater; Product installed for shower trays or shower pans, steam showers, steam rooms, or saunas.

IMPORTANT RESTRICTIONS ON THIS WARRANTY.

For this Warranty to apply, the Product must be used only for its intended purpose, and must be maintained in accordance with Cambria's Product Care and Maintenance Information which can be found at CambriaUSA.com/Customer-Care/Care-Maintenance or CambriaCanada.com/Customer-Care/Care-Maintenance, and which will be made available in hard copy form upon request and at no charge by submitting a request to the Cambria phone number or mailing address set forth below. This Warranty shall be null and void if You have not paid for the Product in full. Various laws and building and safety codes govern the design, engineering and construction of buildings and installations within them; these codes vary widely. Cambria assumes no responsibility or obligation with respect to compliance with such codes related to the selection, installation, design, engineering, or construction of the installation site for the Product.

ALL WARRANTY CLAIMS MUST BE RECEIVED BY CAMBRIA WITHIN THIRTY (30) DAYS AFTER YOU LEARN OF THE FACTS UPON WHICH THE WARRANTY CLAIM IS BASED, OR SUCH WARRANTY CLAIM SHALL BE DEEMED WAIVED.

YOUR RESPONSIBILITIES.

Although the Product is carefully inspected prior to shipping and delivery, it is Your responsibility to thoroughly inspect the Product when You receive it. The final inspection and approval of the Product, including after installation, is Your sole responsibility.

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WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any Product with a manufacturing defect covered by this Warranty, Cambria will, in Cambria's discretion, either (a) repair or replace such Product at no additional charge to You, or (b) refund the purchase price for such Product if Cambria is unable to provide replacement and repair is not commercially practicable or cannot be timely made, or if You are willing to accept a refund. If Cambria elects (a), and is unable to remedy the manufacturing defect after a reasonable number of attempts, You may elect either a refund or a replacement without charge. As a condition to a refund or replacement, Cambria may require that such Product be made available to Cambria free and clear of liens or other encumbrances.

MODIFICATION OF WARRANTY.

NO REPRESENTATIVE, DEALER, EMPLOYEE, INSTALLER, OR ANY OTHER PERSON IS AUTHORIZED TO MODIFY OR CHANGE THIS WARRANTY OR MAKE ANY OTHER WARRANTY, REPRESENTATION OR PROMISE ON BEHALF OF CAMBRIA WITH RESPECT TO THE PRODUCT. NO TERM OR CONDITION OTHER THAN THOSE IN THIS WARRANTY AND NO AGREEMENT OR UNDERSTANDING, WHETHER ORAL OR WRITTEN, IN ANY WAY PURPORTING TO MODIFY OR CHANGE THIS WARRANTY SHALL BE BINDING UPON CAMBRIA, UNLESS MADE IN WRITING AND SIGNED BY THE PRESIDENT AND CHIEF EXECUTIVE OFFICER OF CAMBRIA, MARTIN E. DAVIS.

HOW TO OBTAIN WARRANTY SERVICE.

To make a claim or obtain service under this Warranty, You must call Cambria Customer Care at 1-866-CAMBRIA (1-866-226-2742) or submit Your claim in writing to Cambria Company LLC, Attn: Warranty Services, 805 Enterprise Drive East, Suite 805A, Belle Plaine, Minnesota 56011.

Please include the following information:

1. Your name, address and telephone number;
2. Description of the Product for which the claim is made, including the design and thickness of the Product
3. Date of purchase or date of installation, whichever is earlier;
4. Name of retailer, installer or fabricator from whom You purchased the Product; and
5. A description of the claim.

In order for Cambria to respond under this Warranty, Cambria's authorized agents must be permitted sufficient time and opportunity to inspect the Product and evaluate and respond to Your claim.

REGISTRATION.

To register Your Product, please complete the Product Registration Form at CambriaUSA.com/Customer-Care/Warranty (for Product purchased in the United States), CambriaCanada.com/Customer-Care/Warranty (for Product purchased in Canada) or by calling 1-866-CAMBRIA (1-866-226-2742). Failure to complete this registration form will not diminish Your warranty rights.

Thank you for your purchase of Cambria.