

HALLMARK STONE'S 1 YEAR INSTALLATION WARRANTY

1. Hallmark Stone warrants the owner of the installed granite, for one year from the date of installation, that the granite shall be free from defects in the workmanship if, BUT ONLY IF:

a: The granite installation customer contract has been signed by Hallmark Stone and the Owner:

b: The Owner does not hinder Hallmark Stone from installing the granite and other materials and performing the services in conformity with the contract; and

c: The granite installation was not exposed to conditions more severe or otherwise exceeding those set forth in the contract specifications.

2. Hallmark Stone's obligation under this warranty is limited to replacing or repairing, free of charge, F.O.B. point of fabrication, any defective stone IF, BUT ONLY IF:

a: The Owner notifies Hallmark Stone by certified mail, return receipt requested, of such breach of warranty, within ninety (90) days after the discovery thereof, otherwise such claim is waived. (However, without limitation on the foregoing, any alleged defect discovered more than one year after installation is excluded from warranty):

b: No attempted alteration or repair of the granite or its installation has been made without Hallmark Stone's written consent;

c: The granite is inspected by the Owner or representative on arrival at the project site for visible defects. And complaints relating thereof are filed in writing immediately with Hallmark Stone before installation.

d: The granite or installation thereof is not subjected to misuse, negligence, accident, or use contrary to Hallmark Stone's written instructions.

3. Hallmark Stone does not warrant the granite or its installation to conform to any safety, building or other code of any state, municipality or other jurisdiction, unless the terms of such code are specifically incorporated into Hallmark Stone's written contract with the owner. Except for this warranty by Hallmark Stone, the Owner assumes all risk and liability for the use of such granite, whether alone, or in combination with other building materials.

4. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HALLMARK STONE SHALL NOT BE LIABLE UNDER THIS WARRANTY FOR ANY OTHER LOSS OR DAMAGES INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL DAMAGE, SAFETY PROBLEMS, OR PERSONAL INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE PURCHASE, OTHER ACQUISITION, USE OR LOSS OF THE GRANITE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

5. No statement by Hallmark Stone's employee or agent directly or indirectly admitting liability under this warranty shall be binding against Hallmark Stone unless:

a: Made in writing:

b: Made by a representative of Hallmark Stone authorized so to do.

HALLMARK STONE

Bringing nature's beauty into your life.