

LIMITED WARRANTY

L.E. Smith Company / L.E. Smith Countertops ("Company") warrants that the components of the laminate countertops will be free from manufacturing defects for a period of one (1) year from the date of purchase by the original purchaser, including:

- Company warrants that miters and seams in Company's laminate countertops will be free from manufacturing defects for a period of only one (1) year from the date of purchase.
- The only warranty for the laminate material is extended by the laminate manufacturer and is only for one (1) year. The Company does not warrant the laminate materials. (Laminate manufacturer's warranty available upon request.)
- Where the countertop is purchased through a Home Center, the warranty shall be the shorter of this warranty or the warranty given by the Home Center.

This warranty shall not apply if damage occurs to the laminate countertop as a result of:

- Delamination or swelling resulting from moisture or water damage.
- Damage from abrasive cleaners, caustic materials, or other substances not intended for use on laminate countertops.
- Improper installations, including miter joints, sink cut-outs near miter joints and cutting out miter joint bolts for sink cut outs by anyone other than Company's installer.
- Improper fabrication, handling, repair, or alteration by anyone other than an employee of Company.
- Heat in excess of 275 degrees Fahrenheit.
- Misuse or abuse of the laminate countertop after it has been delivered, and accepted by the receiving party.

Company shall be liable only for the repair or replacement of a defectively manufactured laminate countertop. Company is NOT responsible for damage that occurs after the laminate countertop has been delivered and accepted by the original purchaser. Company has the right to determine whether the defectively manufactured laminate countertop should be repaired or replaced. Company is NOT liable for labor costs associated with removal or replacement of a defective countertop. Company shall have the right to inspect any laminate countertop which is claimed to have been defectively manufactured to determine that the claim is within the warranty as defined herein.

Company warrants, for a period of one (1) year from the date of performance, that labor on installation jobs will be performed in a workmanlike manner.

Any claim under this warranty should be made by contacting L.E. Smith Company at 888-537-6484 or warranty@lesmith.com.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING WARRANTY IS ALSO IN LIEU OF ANY OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF THE L. E. SMITH COMPANY AND ALL OTHER WARRANTIES ARE EXPRESSLY EXCLUDED. THE L.E. SMITH COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY WHATSOEVER IN CONNECTION WITH THE L.E. SMITH COMPANY LAMINATE COUNTERTOPS. IN NO EVENT SHALL THE L. E. SMITH COMPANY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR BREACH OF SAID WARRANTY NOR FOR THE IMPROPER SELECTION OF THE L. E. SMITH COMPANY LAMINATE COUNTERTOPS FOR A PARTICULAR APPLICATION.