



## Limited Warranty (\*)

MKF-70 Rev 05222019

EOS warrants to you, as the original owner who installed GEOS products (the "GEOS material"), for a period of fifteen (15) years\* from the date of installation (the "Warranty Period") that the GEOS material will be free from manufacturing defects on the terms and conditions set forth in this limited warranty (this "Limited Warranty"). If a manufacturing defect is discovered or arises during the Warranty Period, subject to the terms and conditions of this Limited Warranty, EOS will, at its option, repair or replace the defective GEOS material. This Limited Warranty only applies to GEOS material that is thoroughly inspected prior to installation by the Owner, Distributor, Fabricator and/or Installer and properly fabricated and installed by a GEOS Authorized Installer in the United States of America or Canada. Notice of a warranty claim under this Limited Warranty must be received by EOS promptly following your discovery of the applicable defect. EOS shall have no obligations whatsoever under this Limited Warranty with respect to any notices of claims received following the Warranty Period. This Limited Warranty is non-assignable. Your limited Warranty period expires exactly 15 (fifteen) years\* from the original date of installation. If at any time during the Warranty Period, a valid warranty claim is filed and your GEOS product is replaced, the end of the original warranty period – i.e. 15 (fifteen) years\* from the original date of installation -- does not change.

### **What this Limited Warranty Covers**

1. This Limited Warranty COVERS ONLY MANUFACTURING DEFECTS of GEOS material for countertop installations.
2. This Limited Warranty covers only the repair or replacement for the defective GEOS material.
3. This Limited Warranty covers only GEOS material that has been permanently installed by a GEOS Authorized Installer.
4. This Limited Warranty covers only GEOS material that has been maintained in accordance with the GEOS care and maintenance guidelines provided free of charge at the time of installation, or upon request, by the GEOS Authorized Installer or by EOS. Proper care and maintenance guidance for the GEOS material can also be found on GEOS's website ([www.eos-surfaces.com/GEOS](http://www.eos-surfaces.com/GEOS)).

### **What this Limited Warranty DOES NOT Cover**

1. This Limited Warranty does not cover cracks, nor does it cover chipping and the loss of glass and/or shell particulate. GEOS material does not crack when properly installed and maintained according to the GEOS care and maintenance guidelines. If there is a crack or a chip, it is the result of an external force or interaction. The following are examples of, but not limited to, impacts and/or abusive treatment, uneven cabinets or flooring, structural settling or movement, improper installation or "thermal shock" caused by extreme temperature changes from appliances or items placed directly on, under, or around the GEOS material. EOS is not responsible for damage caused by these events or any event that causes cracking and chipping.
2. This Limited Warranty does not cover inconspicuous imperfections; variations in color, shade, size, distribution, texture, look (e.g. fractured or faceted) of the material's glass particulate, pits, fissures, surface irregularities or other variances that may occur in the manufacturing process. This Limited Warranty does not cover an owner's "change of mind" or "change of heart" toward GEOS material after installation due to color, texture, edging, seam appearance, performance and/or location, or any other opinions that are based on personal preference. Given the nature of the GEOS material, there will be variances in color, shade, gloss level, and particulate structure, size and location when compared to samples, photographs or even a different production lot.
3. This Limited Warranty does not cover the possibility of normal degradation over time of color, shade, or gloss level. In addition, since GEOS is a product made from recycled materials, any variations in color, glass aggregate particle size and/or distribution are not considered a product defect.
4. This Limited Warranty does not cover GEOS material that has not been paid for in full.
5. This Limited Warranty does not cover any work performed by the fabricator/installer including, but not limited to, damage or defects arising from defective or improper fabrication and/or installation. In addition, products with known or visible manufacturing defects at the time of installation are not covered by this Limited Warranty.
6. This Limited Warranty does not cover (and EOS is not responsible for) damage or injury caused in whole or in part by acts of God, job site conditions, architectural and engineering design, structural movement, acts of vandalism or accidents.
7. This Limited Warranty does not cover transportation, freight, tear-out, demolition in any form, disposal, installation (or reinstallation), plumbing, electrical, fabrication, or associated costs beyond the direct cost of the GEOS material or its replacement. This Limited Warranty does not cover any additional or supplemental repairs or modifications, such as tile or wall surface modifications, that may be necessary in connection with the repair or replacement of the GEOS material covered under this Limited Warranty. All such 3rd party services, repairs and modifications shall be your responsibility.
8. This Limited Warranty does not cover damage caused or arising during shipping and delivery. To the extent such damage arose during a shipment for which EOS was responsible, any claim related to any such damage may be made solely by the applicable GEOS Authorized Installer or distributor under the terms and conditions of its separate contract with EOS. Although the GEOS material is carefully inspected prior to shipping and delivery, you should carefully inspect the GEOS material upon its receipt and report any such damage immediately to the GEOS Authorized Installer. Any damage thereafter is your responsibility.
9. **PLEASE REMEMBER: It is the owner's responsibility in concert with the fabricator/installer to check GEOS material for any manufacturing defects prior to and immediately following installation, because odds are that any defects found following the passage of time are probably NOT manufacturing defects.**



### ***Mandatory Warranty Registration***

As an express condition to the effectiveness of this Limited Warranty, you or the GEOS Authorized Installer must complete the warranty registration online at <http://www.eos-surfaces.com/geos/residential/warranty/>. The registration must be completed within 60 days following the installation date. The above timely registration process is necessary for EOS to properly assess, monitor and service its warranty obligations. To the fullest extent permitted by law, this Limited Warranty will be void and not become effective without your timely registration as provided above.

### ***To Obtain Service under This Limited Warranty***

To obtain the best service under this Limited Warranty, contact the GEOS Authorized Installer from whom you purchased the GEOS material. For more information about this Limited Warranty, please contact EOS directly by writing or calling: EOS Surfaces, LLC, at 301 E 20th Street; Norfolk, VA 23517; Attn: Warranty Department; Phone: 800.719.3671

To obtain service under this Limited Warranty (and as a condition to EOS's obligations hereunder), you must permit your GEOS Authorized Installer or GEOS Authorized Agent to inspect your GEOS material at your residence. Also, you must reasonably cooperate with your GEOS Authorized Installer and/or GEOS Authorized Agent in the efforts to service this Limited Warranty.

### **DISCLAIMER.**

THIS LIMITED WARRANTY SETS FORTH EOS'S SOLE OBLIGATION TO YOU WITH RESPECT TO ANY DEFECTIVE GEOS MATERIAL AND THE REPAIR OR REPLACEMENT. EOS MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE GEOS MATERIAL, WHETHER EXPRESS OR IMPLIED, STATUTORY OR ARISING FROM ANY COURSE OF DEALING OR FROM USAGE OR PRACTICE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. EOS SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL EOS'S LIABILITY TO YOU WITH RESPECT TO ANY CLAIM EXCEED THE PURCHASE PRICE FOR ANY NONCONFORMING OR DEFECTIVE GEOS MATERIAL, WHETHER SUCH CLAIM IS BROUGHT FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER THEORY WHATSOEVER.

NOTWITHSTANDING THE FOREGOING, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. FURTHER, SOME STATES DO NOT ALLOW LIMITATION IN HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Limited Warranty shall be interpreted exclusively under the laws of the State of Virginia.

If EOS performs or causes to be performed any repair work on its GEOS product during the Warranty Period, said repair work is not an admission nor is it an agreement that said work is covered by this Limited Warranty.

PLEASE NOTE: Many of the non-warranty issues covered in this Limited Warranty can be fixed at the Owner's Expense by a GEOS authorized fabricator.

---

### **\* COMMERCIAL WARRANTY**

EOS warrants to you, as the original owner who installed GEOS products (the "GEOS material") in a commercial environment, for a period of five (5) years from the date of installation (the "Warranty Period") that the GEOS material will be free from manufacturing defects on the terms and conditions set forth above.

*Should you at any time during the Warranty Period decide to convert your owner-occupied, single-family residence into a rental property, this Limited Warranty will fall under the commercial warranty period from original date of install.*