

MIDWEST TOPS LIMITED WARRANTY

1. Scope of Warranty

Midwest Tops warrants to the original purchaser that our fabrication and installation services for countertops are free from defects in workmanship under normal residential use for a period of one (1) year from the date of installation. Additionally, we offer a Lifetime Warranty on sink and seam installations, ensuring that undermount sinks remain securely attached and seams maintain their structural integrity under normal use. This warranty applies exclusively to countertops fabricated and installed by Midwest Tops and does not cover any materials or services not provided by us.

2. Warranty Registration

While Midwest Tops does not require the original purchaser to register the product with us, certain manufacturers of the products selected for installation may have their own registration requirements. Customers are advised to review and complete any required product registrations to ensure full coverage under manufacturer warranties. Please note that material warranties (e.g., quartz, solid surface, and laminate) are provided by the manufacturer and may offer additional coverage independent of Midwest Tops. Contact the manufacturer for specific terms.

3. Covered Services

- **Fabrication and Installation**: Repair or replacement of countertops due to defects in fabrication or installation attributed to Midwest Tops within the initial one-year period.
- **Seam Performance**: Lifetime repair of any seam separation or cracking resulting from workmanship defects. Please note that seam appearance and minor visual variations are not covered under this warranty.
- Undermount Sink Installation: Lifetime warranty against detachment of undermount sinks due to installation defects.

4. Exclusions

This warranty does not cover:

Natural and Manufactured Variations: Variations in color, pattern, veining, and texture inherent
to natural stone or within the manufacturer's stated tolerances for engineered materials such
as quartz are not considered defects and are excluded from this warranty. Quartz surfaces
are manufactured in batches, and slight differences in shade, particulate distribution, or gloss
level may occur from slab to slab or between samples and final products. Additionally, small
dry spots, voids, or variations in resin or pigment distribution—often visible around larger
quartz crystals—are common characteristics of quartz manufacturing and are not
considered defects. These variations are normal and not covered under this warranty.

- **Finish Characteristics**: Matte, honed, or leathered finishes on quartz or natural stone may exhibit visible fingerprints, smudges, water spots, or inconsistent sheen under certain lighting conditions. These are inherent characteristics of these finish types and are not considered defects. Midwest Tops does not warrant the appearance, cleanability, or maintenance requirements specific to these finishes, as they are consistent with industry-accepted standards.
- Improper Use or Abuse: Damage resulting from misuse, abuse, or negligence, including exposure to excessive heat, chemicals, scratches, stains, burns, chips, or impact-related cracks is not covered. The use of cutting boards, trivets, and appropriate cleaning methods is strongly recommended.
- **Structural or Site-Related Issues**: Damage arising from building settlement, structural movements, or failures in the structure where the countertops are installed is excluded from this warranty.
- **Unauthorized Modifications**: Any alterations, repairs, or adjustments made by individuals or entities other than authorized Midwest Tops personnel void this warranty.
- **Normal Wear and Tear**: Minor scratches, gloss reduction, or general wear that occurs over time under normal use are not covered.
- Seams and Adhesives: The appearance of seams is not covered under this warranty. Midwest Tops warrants the structural integrity of seams for the lifetime of the installation, ensuring they remain secure and functional under normal use. However, the use of adhesives, caulks, and sealants is not covered, as these materials naturally degrade over time and may require periodic reapplication as part of regular maintenance.
- **Commercial Use**: This warranty applies only to residential installations. Commercial installations are not covered.
- **Transferability**: The warranty is non-transferable and applies only to the original purchaser with proof of purchase.
- **Supplementary Repairs**: Any additional or supplementary repairs, such as modifications to plumbing, electrical, cabinetry, or appliances, are not covered by this warranty.

4A. Specific Considerations: Laminate & Solid Surface

In addition to natural stone and quartz, Midwest Tops fabricates and installs laminate and solid surface countertops. These materials are covered under the same one-year workmanship warranty outlined in Section 1.

While durable and versatile, laminate and solid surface countertops require different care than stone or quartz surfaces. Customers should be aware that:

- Laminate is susceptible to damage from direct heat, moisture penetration at seams, and impact. Always use trivets for hot items and avoid prolonged moisture exposure at seams or edges.
- Solid Surface materials can be sanded and refinished to remove minor scratches, but they are less resistant to heat and chemicals. Use cutting boards, trivets, and non-abrasive cleaners to maintain the surface.

Any material-related concerns—such as color consistency, surface wear, or manufacturer-specific performance claims—should be addressed through the manufacturer's warranty program. Midwest Tops does not provide material warranty coverage beyond the scope of our workmanship. Customers are encouraged to review the manufacturer's warranty documentation for complete details on coverage and exclusions.

5. Sealer Application and Maintenance

Midwest Tops applies a high-quality sealer to all natural stone countertops upon installation. To maintain optimal stain resistance, it is recommended that countertops be resealed periodically, depending on usage and the type of stone. Perform a simple water test by placing a few drops of water on the surface; if the water absorbs into the stone rather than beading up, it is time to reseal. For detailed maintenance guidelines, refer to our Care and Maintenance Guide.

6. Conditions for Replacement

- **Verification of Defect**: Replacement is warranted only after Midwest Tops has inspected the countertop and confirmed that the defect is due to fabrication or installation errors.
- **Original Installation Site**: This warranty applies only to countertops installed in their original location. Any relocation or removal of the countertop will void this warranty.
- **Maintenance Compliance**: Adherence to the prescribed care and maintenance guidelines is required. Failure to follow these guidelines may void the warranty.
- **Timely Reporting**: Customers must report any issues within thirty (30) days of discovering a potential defect to be eligible for warranty claims.

7. Claim Process

To initiate a warranty claim:

- **Notification**: Contact Midwest Tops at 414-463-5734 within thirty (30) days of discovering a potential defect.
- **Inspection**: Allow a Midwest Tops representative to inspect the alleged defect to determine the validity of the claim.
- **Resolution**: If a defect is confirmed and covered under this warranty, Midwest Tops will, at its discretion, repair or replace the affected area.

8. Limitations of Liability

- **Scope of Remedy**: Midwest Tops' obligation under this warranty is limited solely to the repair or replacement of the defective area of the countertop. Associated costs, such as plumbing, electrical, cabinetry, or appliance modifications, are not covered.
- Exclusion of Consequential Damages: Midwest Tops is not liable for any incidental or consequential damages, including, but not limited to, property damage or loss of use.

For comprehensive care and maintenance guidelines, please refer to the manufacturer's website and/or our <u>Care and Maintenance Guide</u>.

For any questions or to file a claim, please contact Midwest Tops at 414-463-5734.