

MATERIAL WARRANTY

10-year limited material warranty | Vertical applications

MightySlab Distribution Company (“MSDC”) warrants to the registered owner of a properly installed MightySlab® product that the material will be free from manufacturing defects for a period of TEN (10) YEARS from the original date of installation.

This warranty applies only to MightySlab® products used in vertical applications and installed in accordance with MSDC’s published installation, care, and maintenance guidelines.

WHAT THE WARRANTY COVERS

This limited warranty covers the following conditions when MightySlab® is properly installed, used, and maintained:

Surface integrity for two-dimensional applications, limited to vertical cladding and walls permanently installed inside a residence or non-residential property. Refer to the MightySlab® Care & Maintenance Manual for specific guidance.

Cracking caused by thermal exposure, including damage resulting from hot or cold temperatures or thermal shock.

Delamination of the Italian sintered stone surface from the proprietary Mighty Core Board (MCB).

Delamination between the Italian sintered stone surface and the Mighty Core Board (MCB), when installed in accordance with published guidelines, should be considered a manufacturing defect.

This warranty does not cover staining from common household products that can be prevented by following proper care and maintenance procedures.

Color fading caused by direct exposure to ultraviolet (UV) radiation, whether installed indoors or outdoors, at the original installation location.

Vertical applications, including but not limited to:

- Shower walls
- Fireplaces
- Barbecues
- Other vertical installations exposed to heat

Coverage applies only when installation strictly follows the official MightySlab® Installation Manuals available at www.mightyslab.com and/or by a certified MightySlab® installer.

High-gloss MightySlab® collections, provided surfaces have been regularly cleaned and maintained in accordance with MightySlab® cleaning and maintenance guidelines available at www.mightyslab.com.

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WHAT THE WARRANTY DOES NOT COVER

Cracking, chipping, or breakage caused by impact from heavy objects or by movement, shifting, or failure of the supporting structure beneath or behind the surface, including but not limited to cabinetry, wall framing, floors, foundations, or substrates.

Products that have been treated with or exposed to unapproved chemicals, coatings, sealers, or finishes.

Damage caused by abnormal use, misuse, neglect, or abuse, including chipping, cracking, impact damage, or breakage.

Natural variations in color, shade, veining, pattern distribution, surface texture, or gloss level. MightySlab® products are designed to have a natural, non-uniform appearance, and such variations are not considered defects.

Normal wear and surface marks, including but not limited to metal marks, fingerprints, smudges, or similar indicators resulting from everyday use or contact with utensils or tools.

Certain MightySlab® colors are designated for specific applications only. Customers will be informed of any application limitations at the time of purchase. Use of these colors outside their recommended applications voids this warranty. By purchasing such products, the customer agrees to indemnify and hold MSDC harmless from any warranty claims arising from improper use.

Improper fabrication, handling, or installation, including but not limited to failure to follow MightySlab® fabrication guidelines, improper lamination of the PET backing, inadequate adhesive selection or application, insufficient or uneven bond line collapse, improper cutting or edge processing, lack of required reinforcement at stress points or cut-outs, improper handling during transport or installation, or installation not in accordance with recommended methods, including the use of incorrect substrates, fasteners, or support systems. Any deviation from published fabrication and installation standards voids this warranty.

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GENERAL TERMS AND CONDITIONS

MightySlab® products carry the specific warranties described above. In addition to the requirements outlined herein, the following general terms and conditions apply. If you have any questions regarding this warranty, please contact your authorized MightySlab® distributor.

This warranty applies only to the original purchaser and to the first installation of the product.

This limited warranty applies solely to manufacturing defects inherent in the MightySlab® material as supplied.

This warranty does not cover any damage resulting from fabrication, handling, transportation, or installation errors.

All warranty claims must be reported promptly upon discovery of the alleged defect.

Failure to follow recommended applications, fabrication guidelines, or installation instructions will void this warranty.

Proof of compliance with MightySlab® installation, fabrication, and maintenance guidelines must be provided in order to process any claim. Acceptable documentation may include, but is not limited to, confirmation of approved substrate, adhesive type, installation method, and adherence to published guidelines. Installation by an approved or trained MightySlab® fabricator or installer shall be deemed to satisfy this requirement. In the event of a warranty claim, the burden of proof for improper installation shall rest with the manufacturer or distributor if installation was completed by an approved or trained installer following published guidelines.

MightySlab® and MSDC shall not be liable for any damage resulting from misuse, abuse, neglect, improper handling, or improper storage of the product.

This warranty does not cover surface scratches, marks, or other signs of normal use.

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GENERAL TERMS AND CONDITIONS | CONTINUED

This warranty shall be void if the product has not been paid for in full.

This warranty does not cover the appearance or performance of seams, joints, adhesives, substrates, or any field-applied materials.

Color, shade, veining, and pattern variations, including those resulting from batch differences, are inherent to the product and are not considered defects.

MSDC shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the product.

Any repair or replacement provided under this warranty shall continue under the original warranty period. However, in the case of verified defective material replaced within the early lifecycle of the installation, the replacement material shall carry a minimum warranty period of one (1) year from the date of replacement.

No person or entity is authorized to make any representations or warranties other than those expressly set forth herein.

This limited warranty expressly excludes all labor, fabrication, removal, installation, or other associated costs.

Notwithstanding the foregoing, in the event of a verified manufacturing defect involving delamination or Mighty Core Board failure, MSDC may, at its discretion, provide a defined labor allowance, partial reimbursement, or shared cost structure to facilitate resolution.

Any representations made in connection with the sale of MightySlab® products that differ from the terms outlined in this warranty are not valid and should be brought to the attention of an authorized MightySlab® distributor immediately.

CLAIM DETERMINATION PROCESS

All warranty claims shall be subject to a formal inspection process conducted by MSDC or its designated representative. MSDC shall determine the cause of failure based on documented evidence, inspection findings, and adherence to published guidelines. A written determination outlining the findings and resolution shall be provided to all relevant parties. MSDC will make commercially reasonable efforts to complete claim evaluations within a reasonable timeframe following receipt of all required documentation.