



## **SM MARBLE COMMERCIAL AND RESIDENTIAL WARRANTY**

Santa Margherita S.p.A. as manufacturer, warrants to the original purchaser that SM Marble, provided has been installed by qualified installers using Santa Margherita S.p.A. approved setting materials, in strict conformity with Santa Margherita S.p.A. installation procedures, is guaranteed for two (2) years after completion of the installation against cracking, spalling, splitting or bond failure for any reason other than normal wear and tear (please, refer to the attached material disclaimer), unreasonable use (including damage from high heeled shoes), improper maintenance, foundation settling, cracking or deterioration of the surface upon which SM Marble was installed or other causes not arising out of manufacturing defects in the SM Marble.

In the event that a guaranteed failure of SM Marble as such terms is defined above, does occur within two years after completion of the installation, Santa Margherita S.p.A. at its expense, will furnish replacement SM Marble material, but not the cost of the labor for fabricating, removing, replacing or repairing the damaged product.

**ANY IMPLIED WARRANTIES ARISING OUT OF THIS SALE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. SANTA MARGHERITA S.P.A. SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.**

This warranty extends exclusively to the original purchaser of the warranted product, and subsequent purchasers or users are not covered by this warranty.

This warranty gives the purchaser specific rights, and the purchaser may also have other rights that vary from state to state.

NOTE: This warranty shall be null and void if the product is used outdoors.

### **Service**

To make a claim or obtain service under this Limited Warranty you must submit your claim in writing to:

Santa Margherita S.p.A.  
Via del Marmo, 1098  
37020 Volargne (Verona) – Italia  
Tel. +39 0456835888  
Fax +39 0456385800  
e-mail: [info@santamargherita.net](mailto:info@santamargherita.net)  
[www.santamargherita.net](http://www.santamargherita.net)

The claim is to be submitted within thirty (30) days of the failure of SM Marble surfacing material.

Please, provide the following information:

1. Proof of purchase in the form of a copy of your original receipt or invoices showing the name of the Owner.
2. Your name, address, telephone number and e-mail address (if available)
3. Description of the product application for which the claim is made, including the color and thickness of the product.
3. Date of purchase or date of installation, whichever is earlier.
4. Name or Retailer, Installer or Fabricator from whom you purchased the Product.
5. A description of the claim.

A Santa Margherita Customer Care Representative will contact you to follow up on your claim.



#### **MATERIAL DISCLAIMER**

SM Marble Marble Surfacing is manufactured by Santa Margherita in Verona, Italy utilizing the exclusive Bretonstone® technology. This process begins with selected marble aggregate (95%) and filler in a special polyester thermal set resin binder. Although SM Marble is manufactured with the highest quality materials, extreme care, precise calculations and state of the art machinery, the outcome of the finished product is still somewhat unpredictable. It is important that the fabricator, installation contractor and the consumer understand the natural characteristics that are inherent in the finished product. Listed below are the various characteristics that can be present in any given color and are to be understood and accepted as a natural part of the finished product.

**COLOR VARIATION.** Color consistency is one of the advantages of SM Marble Marble Surfacing. The mixture of color is always carefully controlled and monitored to maintain the highest level of consistency. Although careful steps are taken to insure a high level of color consistency, slight color variations can still occur. This must always be considered and verified before fabricating or installing any SM Marble material. Santa Margherita will not honor any claim of color variation once tiles have been installed or slabs have been cut or modified from their original condition in any way.

**MARBLE AGGREGATE** SM Marble is manufactured using 95% natural marble aggregate. Naturally, one should expect to see some of the characteristics that are typically found in natural marble. The marble aggregate within SM Marble may show signs of natural veining or surface fractures and should be expected in varying degrees. The veins and surface fractures in no way affect the integrity of the material and should be interpreted as a natural characteristic of the finished product.

**DISCONTINUED COLORS.** The color palette of SM Marble is continuously evaluated and updated to meet today's popular color trends. Santa Margherita, S.P.A. reserves the right to discontinue any color within its SM Marble product line at any time without notification.

**SLAB CALIBRATION.** During the manufacturing process, SM Marble slabs are calibrated to the desired thickness of 1.2cm, 2cm or 3cm. This process is a coarse calibration and a slight degree of variation can be expected. The calibration is considered acceptable as first quality when the variation does not exceed plus or minus 1mm of the desired thickness. Calibration marks may remain on the back (non-finished) side of the slab after the calibration process is complete.

**MATERIAL MISUSE.** SM Marble marble surfacing is not recommended for use in kitchen countertop applications.

**INCIDENTAL DAMAGE.** Santa Margherita, S.P.A. strives to provide their customers with a flawless product. As with any product, incidental damage can occur at any time during shipping, crating, loading or handling. While we make every attempt to catch these issues before hand, some items may be overlooked. It is the responsibility of the fabricator or installation contractor to inspect and resolve any incidental damage issues with Santa Margherita prior to slab fabrication or tile installation. Santa Margherita, S.P.A. will not honor any claim of color variation once tiles have been installed or slabs have been cut or modified from their original condition in any way.