



Mystera Solid Surface Sheets 10-Year Limited Warranty for U.S.

GSP Surfaces, (Manufacturer) provides a ten (10) year limited liability warranty (Warranty) to the original owner in the United States of Mystera Solid Surface (Mystera). Mystera shall be free from manufacturing defects in the material under normal use and service for ten (10) years from the date of installation to the original purchaser (Owner). This Warranty applies to Mystera product only for interior, residential and commercial applications in the U.S., and is void unless the product has been paid for in full and registered with Manufacturer within 60 days of installation.

The fabricator and/or the installer is responsible for inspecting the Mystera product before cutting and fabricating and installing. It is also the Owner's responsibility to inspect the finished product before permanent installation. The Warranty shall apply only where the Mystera product is properly fabricated and installed for interior residential or commercial use.

If the Mystera product is replaced under the Warranty, the 10 year warranty period will continue from the original date of installation and not from the date of repair or replacement.

When choosing a color, please note that samples are a general indication of a particular color's design pattern, aesthetics, and color hue. There may be variation between the display sample(s) and the final product, therefore the sample(s) is not guaranteed to be an exact replica of the final installation. Cutting and fabrication of Mystera is acceptance of the color and veining patterns, as color and veining patterns are not covered under this Warranty.

Exclusions:

This Warranty for Mystera products does not cover the following:

- Product subjected to damage or mishandling, abnormal use, misuse, direct or sustained heat or cold or sudden or rapid temperature change or thermal shock, physical or chemical abuse or exposure, pressure or loading applied from any object including, but not limited to, a person, structural movement or other object not typical to the application.
- Product installed in moving vehicles including, but not limited to, boats, or other watercraft, aircraft, trailers or recreational vehicles. (Qualified OEM companies manufacturing recreational vehicles and boats and aircraft interiors may request Manufacturer to warranty the Mystera products outside of this Warranty, but must have a written warranty from Manufacturer for it to be valid.)
- Installation of product for steam showers, steam rooms or saunas.
- Poor quality installation or damage caused by the installer or fabricator. (It is the sole responsibility of the Owner to resolve fabrication defects directly with the installer or fabricator.)
- Product issues caused by failure to comply with Mystera guidelines for usage, care & maintenance.
- Installed Mystera product that is removed from the original installation.
- Tear out, demolition, disposal, and electrical, tile, wall surfaces, and plumbing modifications necessary to repair Mystera products.



- Minor conditions such as stains, water spots or seam appearance.
- Appearance of edge and re-fabrication or polishing of surface.
- Damage due to exposure to extreme heat. (In countertop applications a trivet must be used for any hot pots, pans, crock pots, and other heat generating items. A heat resistant pad is highly recommended.)
- Damage or injury caused in whole or in part by acts of God, job site conditions, installation, engineering or architectural design, structural movement, acts of vandalism or accidents.
- Use of Mystera products in applications which do not comply with local, state and national laws, building codes and regulations.
- Warranty claim submitted more than thirty (30) days after the Owner learns of the facts upon which the warranty claim is based, in which case, such warranty claim shall be deemed waived.
- Products which are sold under brand names other than the Mystera brand name are not covered by this Warranty.

Right to Inspect and Determine Validity of Claim:

When a claim is submitted under the Warranty, Manufacturer or its authorized agents must be permitted access with sufficient time and opportunity to inspect the Mystera product at the installation site and determine an appropriate response to the claim.

All decisions regarding the existence of manufacturing defects relating to this Warranty shall be made by Manufacturer and shall be final and binding upon the parties.

General Terms and Conditions of the Warranty

This is a limited liability warranty. The Owner's exclusive remedy against Manufacturer shall be, at the sole discretion of Manufacturer, to 1) replace the defective product, or 2) replace and cover cost of installation of the replacement material, or 3) refund the purchase price. If Manufacturer elects to replace the original Mystera product purchased by Owner and the original Mystera product is no longer available, Manufacturer will offer replacement with a similar product of equal or greater value.

FURTHER, TO THE EXTENT PERMITTED BY LOCAL LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED AND ALL OTHER LIABILITIES OR OBLIGATIONS ON THE PART OF MANUFACTURER. ANY IMPLIED WARRANTIES WHICH ARE NOT EXCLUDED HEREBY, DUE TO OPERATION OF LAW, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN FOR THE PRODUCT WARRANTED.

IN NO CASE WILL MANUFACTURER BE LIABLE EITHER IN TORT, CONTRACT OR OTHERWISE, FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, OR ANY OTHER LOSS REGARDLESS OF THE CAUSE OF SUCH DAMAGE WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF MANUFACTURER, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



No other warranties express or implied, are made, including merchantability or fitness for a particular purpose. This is the only Warranty made by Manufacturer for Mystera. No representative, dealer, employee, fabricator, installer or any other person is authorized to make, modify or change this Warranty or make any other warranty, representation or promise on behalf of Manufacturer regarding this product. No changes to the Warranty can be made unless made in writing and signed by an officer of Manufacturer. This Warranty is not transferable and applies only to the original owner of the Mystera product.

Choice of Law:

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

Service and Warranty Claims:

Claims Information to be mailed to Manufacturer:

- Owner name, address and telephone number
- Date of installation
- Proof of purchase
- Name of company selling Mystera product to Owner, including address and phone number
- Mystera color name and product number
- Application (i.e., countertop, vanity top, shower walls...)
- Date damage appeared
- Description of the claimed failure of the material and events at the time of the failure
- Pictures of the damaged area
-

To obtain service under this Warranty, or for more information, please contact Manufacturer:

GSP Surfaces

9810 E. 42nd Street, Suite 220

Tulsa, OK 74146

Tel: 918-895-6300

Fax: 918-895-6399

info@mysterasurfaces.com