

Triarch hereby warrants to the building owner that the Granyte materials will not delaminate, peel, crack, or chalk for a period of ten (10) years from the date of installation provided all of the following conditions have been met:

1. All materials were installed in accordance with Triarch's published specifications and recommendations.
2. The materials were installed on approved and properly prepared substrates of unpainted gypsum board, concrete, masonry, wood, nonferrous metal, or primed/painted surfaces where the existing surface coating is good quality, sound, dry, and firmly adhered. Any materials not manufactured or sold by Triarch, including but not limited to the substrate, shall not be covered under this warranty.
3. The substrate has remained sound, dry, and is without movement.
4. The Granyte materials were installed by a Triarch factory qualified applicator.
5. Owner provides Triarch with written notice of any defects within thirty days of the discovery of failure at One Energy Way, West Warwick, RI 02893, ATTN: Warranty Services. The owner shall provide Triarch an opportunity to inspect the affected area before repairs are undertaken.
6. All monies owing to Triarch have been paid in full.
7. This warranty does not cover failures or defects resulting from improper installation or workmanship, improper storage, abuse, vandalism, damage from accidental causes or negligence by any person, thermal movement, structural movement, structural failure, acts of God, engineering or design deficiencies, or defective or insufficient caulking.
8. IN NO EVENT SHALL TRIARCH BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY OTHER DAMAGE TO THE BUILDING ITSELF, ITS CONTENTS OR FOR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE.
9. THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS OR IMPLIED.
10. THE REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH OR IN ANY WAY RELATING TO THE TRIARCH MATERIALS SUPPLIED AND INSTALLED ON THE PROJECT.
11. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS.

12. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Since the goods are building materials and are not intended to be sold to a “consumer” except as part of real estate or as a major addition thereto, this warranty shall not apply to any party constituting a “consumer” as such term is defined by the Magnuson-Mass Warranty Act.
13. IN NO EVENT SHALL TRIARCH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, INSTALLATION, PERFORMANCE OR FAILURE OF THE PRODUCT.
14. Should the Granyte materials delaminate, peel, crack, or chalk under normal use within the warranty period, Triarch’s sole responsibility and liability under this warranty shall be to supply, shall be to provide, or at its option pay the cost of labor and materials reasonably needed to repair or replace the Triarch materials, with additional Triarch materials, described herein shown to be defective during the warranty period. No other charges or expenses will be allowed by Triarch.
15. Any repainting or recoating of the Granyte materials shall be executed using products specifically recommended by Triarch, i.e. Fresco® coating. Any repainting or recoating with products not recommended by Triarch voids this warranty.

Triarch
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