

COMMERCIAL 10-YEAR WARRANTY

European Quartz warrants to the owner of the original installation that European Quartz quartz surfacing, when fabricated and installed by a European Quartz Certified Fabricator/Installer, shall be free of manufacturing/material defects. This warranty applies to the repair or replacement of defective European Quartz quartz slab that has been permanently installed and has remained in its original location. The option to repair or replace is at the sole discretion of European Quartz.

European Quartz makes no express or implied warranty including without limitation, the warranties of merchantability, fitness for a particular purpose, or from any other course of dealing or trade usage regarding the product. No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

European Quartz sole responsibility and liability under this warranty shall be to repair, or to replace, at European Quartz's sole option, the products shown to be defective, during the warranty period. European Quartz shall have no liability for any loss, expense or damage, as a result of the installation of European Quartz material. Under no circumstances shall European Quartz be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

The original owner must provide European Quartz with prompt notice of any alleged defect by contacting Warranty Services at (858) 793-5319. European Quartz or its authorized agents must be permitted to inspect the product and to follow our warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by European Quartz and shall be final and binding on all parties. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of European Quartz with respect to European Quartz quartz surfacing products.

In the event of defect covered under this warranty, European Quartz shall have the sole discretion whether to repair or replace European Quartz quartz material (not including the cost of installation and/or fabrication). Without derogating from the aforementioned, replacement of defective European Quartz quartz slab will be subject to inventory constraints. In addition, the replaced slab may not be exactly the same as the defective slab.

TERMS AND CONDITIONS:

1. This warranty applies only to European Quartz quartz surfacing materials. This warranty does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except European Quartz.
2. This warranty applies only to European Quartz materials that are permanently installed in commercial structures and that have not been moved from their original installation
3. This warranty does not apply to unoccupied structures.
4. This warranty does not cover materials and/or services that have not been paid in full.
5. This warranty doesn't cover any additional cost to remove, fabricate and/or reinstall European Quartz, labor or other similar activities necessary to complete the replacement or removal of the defective material.
6. This warranty does not cover any defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation
7. This warranty only applies to materials that have been maintained according to European Quartz Warranty and Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.EuropeanQuartz.com.

8. Following installation, you must register your product within thirty (30) days in order to activate your warranty. Complete the online warranty registration form at <http://www.EuropeanQuartz.com/customer-service/warranty-registration>. In the event that no record of your warranty is on file, you must provide proof of purchase in the form of your original receipt or invoice showing the name of the Owner and Certified European Quartz Fabricator. Upon receipt of this original documentation European Quartz will fully honor this warranty. You
7. To request service under this warranty you must contact the company who sold you European Quartz or contact European Quartz Warranty Services directly at (858) 793-5319 promptly (within 30 days).
8. Laws and building safety regulations governing the design, engineering and construction of installations vary widely. European Quartz assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.
9. Commercial Property shall consist of any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels or other temporary residence applications.
10. This commercial warranty is not transferable. This warranty is issued to the original owner of the structure in which European Quartz was installed and expires upon transfer of the ownership of the structure to a third party.
11. In no event will this commercial warranty exceed ten (10) years from the date of the original

EXCLUSIONS:

1. Routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the European Quartz Care & Maintenance guide are not covered.
2. This warranty does not cover European Quartz products used in outdoor applications.
3. This warranty does not cover European Quartz products used in flooring applications.
4. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
5. This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by European Quartz. Improper fabrication and/or installation is the sole responsibility of the fabricator/installer.
6. This warranty does not cover chips or other excessive impact damage to the product.
7. This warranty does not cover surface scratches. European Quartz is an extremely durable material and is scratch resistant but not scratch proof. Reasonable care should be taken including the use of a cutting board.
8. This warranty does not cover products installed with a known or visible manufacturing defect at the time of installation, including, but not limited to, color variance particularly at seam locations.
9. This warranty does not cover seam performance or seam appearance, adhesives, caulks or any other accessory items. Once the product is installed the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets, foundation or thermal shock.
10. Damage caused by appliances or additional products brought into contact with European Quartz products; and damage caused by installation of ancillary products such as sinks, sink brackets, cabinets, water bars, cook tops, and dishwashers.
11. European Quartz will not cover any damages, costs, or expenses caused to appliances, additional products brought into contact with European Quartz products and/or any ancillary products as a result of installing, amending, or replacing European Quartz products.
12. This warranty does not cover securing mechanical fasteners directly into the material.
13. This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by the Marble Institute of America which are inadequately supported.

14. This warranty does not cover natural variations in the color, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed in your home.
15. This warranty does not cover any creative use of the product including bending or curving.
16. This warranty does not cover product that has been milled or otherwise reduced in thickness.
17. This warranty does not cover the installation of sinks, other plumbing fixtures or appliances.
18. This warranty does not cover altering of the factory-applied finish.
19. This warranty does not apply to products with "honed" finishes. Honed finishes require more daily maintenance and may not be appropriate for high traffic areas.
20. This warranty does not cover mitered edges where the joint is not cut correctly.
21. This warranty does not cover natural variations in color, size, shape or distribution of the pattern of the natural quartz or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to architects, designers, dealers, consumers and fabricators are only representative and not an exact replication of what will be installed.
22. This warranty does not cover what is referred to as spots or "beauty marks" smaller than a ten-cent (10) piece. A certain level of spots or "beauty marks" are inherent in the manufacturing process and do not affect the structural integrity of the product.
23. European Quartz shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair or replacement of a defective European Quartz slab covered under this warranty.
24. European Quartz shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair or r19. This warranty does not cover damages caused by work such as plumbing, electrical, tile, cabinets, flooring, etc.
25. This warranty does not cover product that has been moved from its original installation location.
26. European Quartz materials contain important information on the back of each slab. Removing of this product information shall void the warranty.

European Quartz is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering design, structural movement, accidents or acts of vandalism.

European Quartz shall not be responsible either in contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.