

This 25-year warranty only applies to Stone Quartz Inc. Quartz surfaces, not any other surfaces that Stone Quartz Inc. offers, such as and not limited to; Porcelain surfaces, and Qrystallo surfaces, that have been installed in an interior, commercial use application, only by a Stone Quartz Authorized Fabricator/Installer. Stone Quartz Inc. warrants for a period of 25 years that Stone Quartz Inc. Quartz surfaces will be free from manufacturing defects from the date of completion of the installation of Stone Quartz Inc. Quartz Inc

This 25-Year commercial warranty is only made available to the original owner of the commercial structure in which Stone Quartz Inc. Quartz surfaces have been originally installed. This is a Product Warranty only. Stone Quartz Inc. has an obligation under the 25-year commercial warranty promise to replace the failed Stone Quartz Inc. Quartz surfaces in slab form only. It does not cover the labor to remove, fabricate and re-install Stone Quartz Inc. Quartz surfaces, or any other tasks necessary to complete the removal and replacement of the defective material.

## This 25-Year Quartz Surface Commercial Warranty is subject to the following terms and conditions:

1. This warranty applies only to Stone Quartz Inc. Quartz surfaces and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except Stone Quartz Inc.

2. This warranty only applies to Stone Quartz Inc.'s Quartz surfaces. This warranty does not apply to Stone Quartz Inc.'s Porcelain surfaces, Stone Quartz Inc.'s, or any other Stone Quartz Inc Surface.

3. This warranty applies only to Stone Quartz Inc. Quartz surfaces that have been installed in the interior of a commercial structure permanently and have not been moved from their original installation. If at any point in time during or after installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.

4. This warranty only applies to Stone Quartz Inc. Quartz surfaces that have been maintained using Stone Quartz Inc.'s "Care & Maintenance" guidelines published on Stone Quartz Inc.'s website (www.Stonequartz.ca).



5. This warranty is non-transferable under any conditions. This warranty only applies to the original owner of the commercial setting in which Stone Quartz Inc. Quartz surfaces were installed. At no point in time will the warranty be transferable to a new owner of the commercial setting.

6. A commercial property includes but is not limited to, any location open to the general public for business use, use in a store, properties for rental or lease purposes, properties designated as hotels or motels or other temporary residence applications, office or any other place of business.

7. This warranty does not apply to materials and/or services that have not been paid in full.

8. All decisions regarding this warranty are to be made by Stone Quartz Inc. No Distributor, fabricator, installer or any person/entity is authorised to make any warranty statements and promises regarding Stone Quartz surfaces. Stone Quartz inc. makes no other warranty, representation or guarantee, express or implied with respect to its products, except as expressly stated herein.

9. In order to obtain service under this commercial warranty the owner must provide proof of purchase showing the name of the owner of the commercial property. This warranty is not applicable without the proof of purchase showing the name of the owner of the commercial property. In case of product manufacturing defects, exact color matching cannot be guaranteed. If the color is discontinued, the owner/ customer must select a different color.

10. You must register your commercial warranty within thirty (30) days of installation of your to Stone Quartz Inc. Quartz surfaces. To register your commercial warranty please fill out, scan, and send us a copy of the "Commercial Warranty Registration Form" found at the bottom of this document to Info@stonequartz.ca. In the event that no record of your commercial warranty is on file, proof of purchase in the form of an original receipt or invoice showing the name of the owner of the commercial property and the name of the Stone Quartz Inc. Certified Fabricator must be provided. Once this original document is received, Stone Quartz Inc. will honor this commercial warranty so long as you cooperate with Stone Quartz Inc. in the examination of your Stone Quartz Inc. Quartz surfaces and assist us in efforts to perform our duties under this commercial warranty.

11. To obtain service under this commercial warranty, you must contact the entity who sold you Stone Quartz Inc. Quartz surfaces within thirty (30) days of the failure of the product. The warranty claim must be filed within thirty (30) days. To file a claim regarding your commercial warranty please fill out, scan, and send us a copy of the "Commercial Warranty Claim Form" found at the bottom of this document to Info@stonequartz.ca.



Exclusions: This warranty does not cover:

1. The changing of any factory applied finish. Any issues arising from the practice of "in-shop" honing or polishing are the sole responsibility of the fabricator.

2. This warranty does not cover any maintenance or minor conditions that Stone Quartz Inc. believes can be resolved using it's "Care & Maintenance" found on it's website www.stonequartz.ca.

3. Any defects that were visible at the time of fabrication and were not avoided during fabrication. Stone Quartz instructs all of it's Certified Dealers and Certified Fabricators to thoroughly inspect every Stone Quartz surface prior to fabrication, for the purpose of detecting manufacturing defects.

4. The labor to remove, fabricate and re-install Stone Quartz surfaces, or any other tasks necessary to complete the removal and replacement of the defective material.

5. Miniscule irregularities that could be referred to as "spots" or "blemishes" relative to the overall scheme of the colour. These "spots" or "blemishes" are, to a certain level, inherent in the manufacturing process, but do not affect the structural integrity of the material.

6. Chips, color variances, thermal shock, misuse or improper/ defective fabrication.

7. Scratches. Stone Quartz surfaces are highly resistant to scratches but are not scratch proof. Proper care, as outline in Stone Quartz Inc.'s Care & Maintenance guideline, must be taken, this includes, but is not limited to, refraining from cutting directly on your Stone Quartz surface.

8. The cost of maintenance. Maintenance includes, but is not limited to, removing stains and/or water spots through Stone Quartz Inc.'s guidelines which can be found in Stone Quartz Inc.'s Care & Maintenance guideline at www.Stonequartz.ca.

9. Products used as flooring material.

10. Natural variations in color, size, shape, and alignment of the pattern of the natural quarts or the natural disparities in background tone. Due to the fact that Stone Quartz's Quartz surfaces are made up of natural materials, these discrepancies are to be expected and are the natural features of our surfaces. Samples that Stone Quartz provides it's dealers, fabricators, and customers are only representative and are not an exact replication of what the final product, will look like.

11. Inadequacies or failures due to fabricators/installers not following the prescribed fabrication and installation instructions as thoroughly explained by Stone Quartz. Improper fabrication and/or installation are the sole responsibility of the fabricator and/or installer. If inadequacies or failures of this kind are found, please contact the fabricator/installer that performed the work.

## 12. Any chemical damage

13. Seam appearance. The seam appearance is the sole responsibility of the fabricator or installer. Stone Quartz educates its certified fabricators on best practices to generate a good seamline, however these



practices are for general guidelines and as every application is different, best practices for a specific application are at the discretion of the fabricator or installer. If inadequacies or failures of this kind are found, please contact the fabricator/installer that performed the work.

14. Seam performance, adhesives, caulk, or other accessory items. Once the product is installed, the main reason for seam failure is the shifting or movement of the substrate, cabinets or foundation. These issues are not considered material defects and are subject to proper care and maintenance by the owner. If inadequacies or failures of this kind are found, please contact the fabricator/installer that performed the work. Another reason for seam failure can be thermal shock, the owner must subject their Stone Quartz surfaces to proper care and maintenance and use a trivet, as outlined in Stone Quartz's Care & Maintenance guidelines, to avoid such thermal shock.

15. Additional modifications such as plumbing, cabinets, flooring, drilling holes to run electrical wires, electric tiles, etc. that may be necessary to repair or replace the Stone Quartz Inc.'s Quartz surfaces covered under this warranty.

16. Material that has been milled or reduced in thickness.

17. Damage caused by appliances or other products brought into contact with Stone Quartz Inc.'s Quartz surfaces; and damage caused by installation of additional products such as sinks, sink brackets, cabinets, faucets, water bars, cook tops, and dishwashers.

18. Mitered edges where the joint is not cut correctly.

19. Improper use or abuse. Improper use or abuse includes, but is not limited to, damage caused by product mishandling, improper care and maintenance, impact damage, heat damage, physical and chemical abuse and damage resulting from uneven exposure to weather conditions or exposing the surface to extreme weather conditions.

20. Any chips or cracks or other damages that are a result of "dry" cutting, honing, or polishing.

21. This warranty does not cover Stone Quartz surfaces which are exposed to outdoor weather conditions, abnormal use or climate abuse in any way. Abnormal conditions include, but is not limited to, damage from mishandling or misuse, damage from excessive heat or exposure to weather conditions, exposure to ultra violet light, physical or chemical abuse, and damage from improper care and maintenance. Do not use products like SOS, oven cleaners, bleach, silver cleaners, tarnish removers or any other similar products. Do not attempt to seal the product or use any abrasive or harsh scrubbing pads. Never use paint removers, strong alkaline, acid or oxidizing substances and products with pumice.

22. Any creative use of the material including bending or curving.

23. Any damages, costs, or expenses caused by appliances, additional products brought into contact with Stone Quartz Inc.'s Quartz surfaces and/or additional products as a result of installing, amending, or replacing Stone Quartz Inc.'s Quartz surfaces.



24. Temporary marks that are common to non-polished finishes, such as metal marks, fingerprints, or other signs of daily living. Finishes other than Polished, such as Matte and Leathered are more susceptible to showing everyday marks and spills, and therefore may require more routine cleaning, as outlined in Stone Quartz's Care & Maintenance guidelines.

25. Damages caused by securing mechanical fasteners directly into the material.

26. Chips or cracks or other damages that are a result of not following the minim requirements for edge details.

27. Fabrication work that was not completed by a Stone Quartz Certified Fabricator.

28. Products installed in any outdoor application.

29. Translucency. It is the responsibility of the customer to do their due diligence regarding the translucency of Stone Quartz Inc.'s Quartz surfaces prior to installation. No fabricator or installer has the authority to make remarks or guarantees regarding the translucency of Stone Quartz Inc.'s Quartz surfaces on behalf of Stone Quartz Inc., this applies to all Stone Quartz Inc.'s Quartz surfaces, regardless of if Stone Quartz Inc. advertises their translucency or not.

Stone Quartz Inc. shall not be responsible in either 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. Stone Quartz Inc. is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents. Some provinces do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

THE FOREGOING IS THE COMPLETE WARRANTY FOR STONE QUARTZ INC. AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO STONE QUARTZ INC. EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME PROVINCES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. This warranty gives you specific legal rights, and you may also have other rights which vary from Province to Province in Canada.



## **Stone Quartz Inc. Commercial Warranty Registration Form**

To register your warranty, please fill out the following Commercial Warranty Registration Form, scan and e-mail it to <u>info@stonequartz.ca</u> within thirty (30) days of installation. This form is for the purposes of registering your commercial warranty, not to file a claim. To file a claim, please see the Commercial Warranty Claim Form at the very bottom of this document.

Today's Date:
Customer Full Name:
Street Address (Where the final product is permanently installed):
City:
Province:
Postal code:
Customer Email:
Customer Phone Number:
Fabricator/Builder/Dealer In which The Customer Purchased Stone Quartz Inc.'s Quartz surfaces:
Purchase Date:
Installation Date:
Color Number:
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Customer Signature:

\*Important\* Please also scan and attach your original invoice or receipt showing the name of the owner who purchased and installed Stone Quartz Inc.'s Quartz surfaces and e-mail it to <u>info@stonequartz.ca</u> within thirty (30) days of installation.



## Stone Quartz Inc. Commercial Warranty Claim Form

This form is for the purposes of filing a claim with your commercial warranty, not to register your commercial warranty. To file a claim, please fill out the following Commercial Warranty Claim Form, scan and e-mail it to <u>info@stonequartz.ca</u> within thirty (30) days of the failure of your Stone Quartz Inc.'s Quartz surfaces.

Today's Date:
Customer Full Name:
Street Address (Where the final product is permanently installed):
City:
Province:
Postal code:
Customer Email:
Customer Phone Number:
Fabricator/Builder/Dealer In which The Customer Purchased Stone Quartz Inc.'s Quartz Surfaces:
Purchase Date:
Installation Date:
Date Of When The Failure Of Your Stone Quartz Inc.'s Quartz Surfaces Was First Noticed:
Color Number: SURFACES
Customer Signature:

\*Important\* Please also scan and attach your original invoice or receipt showing the name of the owner who purchased and installed Stone Quartz Inc.'s Quartz surfaces and e-mail it to <u>info@stonequartz.ca</u> within thirty (30) days of installation. <u>In your email, please include a description of the issue along with pictures showing the issue.</u>