

Limited Commercial 10-Year Warranty

Element Quartz Surfaces warrants to the owner of the original installation that Element Quartz Surfaces, when installed in accordance with current published procedures by an Element Quartz Surfaces Certified Fabricator/Installer, shall be free from material defects in manufacturing for a period of ten (10) years from the date of completion of the installation of Element Quartz Surfaces.

Element Quartz Surfaces 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.

Element Quartz Surfaces sole responsibility and liability under this warranty shall be to repair or replace, at Element Quartz Surfaces option, the products shown to be defective, during the warranty period. Element Quartz Surfaces shall have no liability for any other loss, expense or damage, as a result of the installation of Element Quartz Surfaces. Under no circumstances shall Element Quartz Surfaces 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 Element Quartz Surfaces with prompt notice of any alleged defects that appear. Element Quartz Surfaces or its authorized agents must be permitted to inspect the product and to follow the warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Element Quartz Surfaces and shall be final and binding on all parties.

Terms and Conditions

- I. This warranty applies only to Element Quartz Surfaces materials.
- II. This warranty applies only to installations that are permanently installed in commercial structures and that have not been moved from the original installation.
- III. This warranty does not cover materials that have not been paid for.
- IV. This warranty only applies to materials that have been maintained according to the Element Quartz Surfaces Warranty & Care Guide.
- V. 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.
- VI. This warranty does not cover materials used in flooring applications.
- VII. This warranty is not transferable. Under no circumstances shall this warranty exceed ten (10) years from the date of installation. This warranty is issued to the original owner of the structure

in which the Element Quartz Surfaces was installed and expires upon transfer of the ownership of the structure to a third party.

- VIII. You must register your installation either by registering the warranty online at www.elementquartzsurfaces.com or by contacting Element Quartz Surfaces customer service at 215-437-9368.
- IX. To request service under this warranty you must contact the entity from which you purchased Element Quartz Surfaces or contact Element Quartz Surfaces directly at 215-437-9368.
- X. All decisions regarding this warranty are at the sole discretion of Element Quartz Surfaces and will be communicated to the end user promptly.
- XI. Laws and building safety codes governing the design, engineering and construction of installations vary widely. Element Quartz Surfaces assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.
- XII. 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.

Exclusions

- A. Routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the Use & Care Guide are not covered.
- B. This warranty does not cover products installed in outdoor applications.
- C. This warranty does not cover flooring applications.
- D. This warranty does not cover improper use or abuse.
- E. This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by Element Quartz Surfaces. Improper fabrication and installation is the sole responsibility of the fabricator/installer.
- F. This warranty does not cover labor to remove, fabricate and/or reinstall Element Quartz Surfaces, or other similar activities necessary to complete the replacement or removal of the defective material.
- G. This warranty does not cover seam appearance or seam performance.
- H. This warranty does not cover “honed” finishes or finishes that have been altered.
- I. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, etc that may be necessary to repair or replace Element Quartz Surfaces product covered under this warranty.
- J. 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.
- K. This warranty does not cover damage caused by mishandling, misuse, and damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, or uses of products exposed to outside weather or climate conditions.

Element Quartz Surfaces shall not be responsible in either contract or tort for any loss of direct, consequential or incidental damages arising out of the use or the inability to use the products covered in this warranty.

This is the only product warranty made by Element Quartz Surfaces. No dealer, fabricator, distributor or any other person is authorized to make any warranty, promise or representation on behalf of Element Quartz Surfaces.