

Residential Lifetime Warranty

Element Quartz Surfaces will warrant from the original date of installation material that fails due to any manufacturing defect when fabricated and installed by an Element Quartz Surfaces Certified Fabricator. This warranty applies to the repair or replacement of failed material that has been permanently installed in your residence. The option to repair or replace the material is at the sole discretion of Element Quartz Surfaces.

This Residential Lifetime Warranty is available only to the original owner of a single family residence in which Element Quartz Surfaces has been originally installed. In the case of a newly constructed single-family residence, this warranty is available to the "first" owner purchasing the residence with Element Quartz Surfaces permanently installed and is transferable according to the terms and conditions stated below.

Terms and Conditions

- I. This warranty applies only to Element Quartz Surfaces materials and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except Element Quartz Surfaces.
- II. This warranty applies only to Element Quartz Surfaces materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation. If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.
- III. This warranty does not cover any residence where the owner is not the occupant.
- IV. This warranty does not cover materials and/or services that have not been paid in full.
- V. This warranty applies only to materials that have been maintained according to the Element Quartz Surfaces Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.elementquartzsurfaces.com.
- VI. To request service under this warranty you must contact the company who sold you Element Quartz Surfaces or contact Element Quartz Surfaces directly at (215) 437-9368 within thirty (30) days of the failure of Element Quartz Surfaces materials.
- VII. Following installation, you must register your product within thirty (30) days in order to activate your warranty. Simply complete the online form made available at [www.\(needonlinewarrantyform\)](http://www.(needonlinewarrantyform)). In the event that no record of your warranty is on file, you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner, Authorized Dealer and Element Quartz Surfaces Certified Fabricator. Upon receipt of your original receipt or invoice showing the name of the Owner, Authorized Dealer and Element Quartz Surfaces Certified Fabricator, Element Quartz Surfaces will fully honor this warranty even though no warranty is on file. You must agree to cooperate with

Element Quartz Surfaces or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

- VIII. This warranty is transferable under the following conditions: The original or first owner must have initially registered the warranty with Element Quartz Surfaces as specified in item VI. The original or first owner must submit to Element Quartz Surfaces in writing the name, address and phone number of the new owner. The new owner will receive a prorated 10-year limited warranty, which is prorated from the original date of installation. In no event will the transferred warranty exceed ten (10) years from the date of the original installation.
- IX. In the event that Element Quartz Surfaces materials fail due to a manufacturing defect, Element Quartz Surfaces will, at its sole discretion, repair or replace such materials. Element Quartz Surfaces will seek to obtain the best possible result, whether we decide to repair or replace your installation. However, exact color match is never guaranteed. All decisions regarding this warranty are at the sole discretion of Element Quartz Surfaces. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Element Quartz Surfaces with respect to Element Quartz Surfaces products.

Exclusions

- A. This warranty does not cover use for any commercial purposes. Commercial use includes but is not limited to, use in a store, rental properties, office or any other place of business.
- B. This warranty does not cover products installed in any outdoor application.
- C. This warranty does not cover products used as flooring material.
- D. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
- E. This warranty does not cover chips or other excessive impact damage in the product.
- F. This warranty does not cover scratches. Element Quartz Surfaces is a very hard material and highly scratch resistance but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
- G. This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Element Quartz Surfaces online Care & Maintenance Guidelines at www.elementquartzsurfaces.com.
- H. This warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by Element Quartz Surfaces Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- I. 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.
- J. This warranty does not cover seam appearance or seam performance, adhesives, caulk or 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 or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish or other receptacle or object is left on the

countertop for more than a brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.

- K. This warranty does not cover any chemical damage.
- L. This warranty does not cover any creative use of the material including bending or curving.
- M. This warranty does not cover material that has been milled or reduced in thickness.
- N. This warranty does not cover the installation of sinks.
- O. This warranty does not cover securing mechanical fasteners directly into the material.
- P. This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by Element Quartz Surfaces which are inadequately supported.
- Q. This warranty does not cover any chips or cracks that are a result of "dry" cutting or polishing.
- R. This warranty does not cover chips or cracks that are a result of not following the minimum requirements for edge details.
- S. This warranty does not cover mitered edges where the joint is not cut correctly.
- T. This warranty does not cover the altering of any factory applied finish. Only colors listed as available in our brochure, sample book or on our website as "honed" are eligible under this warranty. Any issues arising from the practice of "in-shop" honing are the sole responsibility of the fabricator.
- U. This warranty does not cover temporary marks that are common to honed finishes such as metal marks, fingerprints or other signs of daily living. A signed "Special Care Considerations for Element Quartz Surfaces Honed Finishes" form is required to be submitted to Element Quartz Surfaces or its assigns to receive coverage under this warranty. This form must be signed by the end user/owner of the finished installation.
- V. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring etc that may be necessary to repair or replace the Element Quartz Surfaces product covered under this warranty.
- W. 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.
- X. This warranty does not cover what is referred to as spots or blemishes smaller than a U.S. ten (10) cent piece. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.
- Y. Element Quartz Surfaces materials contain important product information on the back of each slab. Removing this product information will void the warranty.

Element Quartz Surfaces 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.

Element Quartz Surfaces 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. Some states 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 ELEMENT QUARTZ SURFACES 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 ELEMENT QUARTZ SURFACES. EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES 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 State to State.