

EMERSTONE QUARTZ COMMERCIAL 10 YEAR WARRANTY

Emerstone warrants Emerstone Quartz to be free from material defects in manufacturing for a period of ten (10) years from the date of completion of the installation.

Emerstone 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.

Emerstone's sole responsibility and liability under this warranty shall be to repair or replace, at Emerstone's option, the products shown to be defective, during the warranty period. Emerstone shall have no liability for any other loss, expense or damage, as a result of the installation of Emerstone. Under no circumstances shall Emerstone 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 Emerstone with prompt notice of any alleged defects that appear. Emerstone 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 Emerstone and shall be final and binding on all parties.

TERMS AND CONDITIONS

This warranty applies only to Emerstone Quartz surfacing materials that have been permanently installed in commercial structures and that have not been moved from the original installation.

This warranty applies only to materials that have been maintained according to the Emerstone.

QUARTZ CARE & MAINTENANCE

Guidelines available at www.emerstone.com

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.

This warranty does not apply to materials used in flooring applications.

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 Emerstone Quartz was installed and expires upon transfer of the ownership of the structure to a third party.

To request service under this warranty you must contact the company who sold you your Emerstone Quartz Surfacing or contact Emerstone directly at 1-718-495-7072. Laws and building safety codes governing the design, engineering and construction of installations vary widely. Emerstone assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.

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.

What is not covered under this warranty?

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.

- Products installed in outdoor applications.
- Flooring applications.
- Improper use or abuse.
- Failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by Emerstone. Improper fabrication and installation is the sole responsibility of the fabricator/installer.
- Labor to remove, fabricate and/or reinstall Emerstone Quartz, or other similar activities necessary to complete the replacement or removal of the defective material.
- Coverseam appearance or seam performance.
- "Honed" finishes or finishes that have been altered.
- Cover additional modifications such as plumbing, electrical, tile, cabinets, etc. that may be necessary to repair or replace the Emerstone Quartz product covered under this warranty.
 - Products installed with a known or visible manufacturing defect at the time of installation, including but not limited to color variance.
 - 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.

Emerstone 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.