

EMERSTONE QUARTZ RESIDENTIAL LIFETIME WARRANTY

Emerstone warrants Emerstone Quartz to be free of manufacturing defects from the date of installation when fabricated and installed in private single-family residences by an authorized Emerstone Quartz Fabricator.

This Residential Lifetime warranty is limited to the original purchaser of the Emerstone Quartz installation. In newly constructed single-family residences where Emerstone Quartz has been installed, the warranty is available to the original owner and resident and is non-transferable.

All decisions regarding this warranty are at the sole discretion of Emerstone. No representative, dealer, salesperson, distributor, fabricator or other persons are authorized to make any warranty or promises on behalf of Emerstone with respect to Emerstone products. If it is determined by Emerstone that Emerstone Quartz materials failed due to a manufacturing defect, Emerstone will, at its sole discretion, repair or replace such materials. Emerstone will strive to obtain the best possible resolution. The decision to repair or replace is at Emerstone sole discretion and an exact color match is not guaranteed.

TERMS AND CONDITIONS

This warranty applies only to Emerstone Quartz materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation.

This warranty applies only to materials that have been maintained according to the Emerstone Quartz Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.emerstone.com. To request service under this warranty you must contact the company who sold you your Emerstone Quartz surfacing or contact Emerstone directly at (718) 495-7072 within thirty (30) days of failure. Please also have your proof of purchase available.

What is not covered under this warranty?

Any residence where the owner is not the occupant.

- Materials and/or services that have not been paid for in full.
- Use in any commercial application. Commercial use includes but is not limited to, use in stores, rental properties, offices or any other place of business.
- Product installed in any outdoors application.
- Product used as flooring material.
- Improper use or abuse including but not limited to, damage from mishandling of the product, damage.
- Routine maintenance including but not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Emerstone Quartz Care & Maintenance Guidelines.
- Failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by Emerstone. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- 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.
- Seam appearance and 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 another 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.
- Chemical damage.
- Creative use of the material such as thermal bending or curving.

- Material that has been reduced in thickness.
- Securing mechanical fasteners directly into the material.
- Failures due to inadequate support for the installation.
- Any other cost incurred including but not limited to painting, plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to modify, remove and or replace in the process rectifying a EMERSTONE Quartz manufacturing defect covered under this warranty.
- Transportation, freight, tear out, demolition in any form, disposal and re-installation, fabrication or associated cost beyond the cost of the product.
- Natural variations in the color, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone. These are inherent 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.
- Spots or blemishes on mono colors smaller than a U.S. ten (10) cent coin and on multicolored materials smaller than a U.S. Quarter (25) cent coin. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect EMERSTONE's structural integrity or performance therein.
- Emerstone Quartz materials contain important product information on the back of each slab. Removing this product information will void the warranty.
- Emerstone 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.
- 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.

THE FOREGOING IS THE COMPLETE WARRANTY FOR EMERSTONE QUARTZ 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 EMERSTONE QUARTZ SURFACING AND EMERSTONE, 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 that vary from State to State.

