LIFETIME RESIDENTIAL WARRANTY

COLORQUARTZ®

If properly cared for, there should never be a problem with your ColorQuartz Surface. Quartz is an extremely hard material and will offer you one of the best solutions for your residential countertop. Please carefully read the terms and conditions of the ColorQuartz Residential Warranty.

Terms and Conditions:

- This warranty program applies to the Original Purchaser of ColorQuartz Surfaces. For a single-family home, the original purchaser refers to the Original Owner who has ColorQuartz Surfaces permanently installed in his/her residence. If the product was purchased through a builder (for a newly constructed home), the warranty applies to the First Owner of the property who purchased and installed ColorQuartz Surfaces in his/her residence. This warranty does not cover any residence where the First Owner is not the occupant.
- This warranty expires upon transfer of ownership of the property to subsequent parties. This warranty is not transferable and does not cover claims made by subsequent owners of your home.
- This warranty applies only to ColorQuartz Surfaces which have been permanently installed in an interior application and has not been removed from the original installation area(s).
- This warranty applies only to surfaces which have been maintained according to the ColorQuartz Surface Care & Maintenance Guide. This warranty does not cover damage caused by product mishandling, improper care and maintenance, impact damage, heat damage, physical and chemical abuse, and damage resulting from exposing the product to extreme weather conditions. ColorQuartz Surface Care & Maintenance Guide is available at <u>colorquartz.com</u>.
- This warranty covers ColorQuartz Surfaces that have been installed by ColorQuartz's network of Certified Fabricators and Installers who follow the guidelines and processes set forth in the ColorQuartz Fabrication and Installation Manual. It is the sole responsibility of the owner(s) of the residence(s) to ensure that Certified Fabricators and Installers are used for their projects. This warranty does not cover any improper/defective workmanship performed by any fabricator, whether certified or not, who does not follow the requirements set forth in the ColorQuartz Fabrication and Installation Manual. Please contact your area distributor(s) to inquire more about ColorQuartz's network of Certified Fabricators and Installers.
- Visual inspection of the slabs prior to fabrication is very important. Fabricators are required to perform detailed inspection of the slabs at the time of the purchase and prior to fabrication. This warranty does not cover any product defects that were visible at the time of purchase and/or prior to fabrication.
- This warranty does not cover chips, scratches, color variances, thermal shock, misuse or improper/defective fabrication. Make sure to check your ColorQuartz countertops thoroughly at the time of installation. ColorQuartz Surfaces are highly resistant to scratches, but they are not scratch proof. No cutting shall be done directly on the surface and a cutting board shall always be used. Proper care and maintenance shall be followed at all times refer to the ColorQuartz Surface Care & Maintenance Guide.
- This warranty does not cover additional modifications or supplemental repairs such as structural changes, plumbing, electrical, cabinets, tiles, etc. that may be necessary to complete the repair or replacement of ColorQuartz countertops covered under this warranty. These material and labor costs shall be the responsibility of the customer.
- This warranty only applies to polished finishes. It does not apply to surfaces with honed and textured finishes.

- This warranty does not cover finishes that have been altered from their original ColorQuartz factory-applied finish. Any issues arising from the practice of "additional and/or in shop honing" are the sole responsibility of the fabricator who performed the process and/or the owner who purchased the original ColorQuartz Surfaces.
- This warranty does not cover any creative adjustment made to the material including bending, curving, thickness reduction, or any other alteration to the original ColorQuartz factory material.
- This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of recommended support guidelines or an unsupported base.
- As ColorQuartz slabs contain natural quartz, this warranty does not cover natural variations in the color, size, and pattern
 movement of the slabs. These characteristics are inherent in the quartz stone. The customer is responsible to perform a
 visual inspection of the slabs during purchasing to ensure the selected slabs meet his/her specifications. If after or during
 installation, the customer decides to change colors, edging profiles or finishes, this decision is not covered under this
 warranty.
- Color samples provided to customers, fabricators, and installers may not match to the actual stone. ColorQuartz is made of natural quartz. Variation in color, shade, pattern, and grain size is expected of this natural product. Samples are small pieces cut from a slab; they do not display all the characteristics of the actual slab. Purchases should never be made based on samples alone. We recommend the customer to inspect and approve the actual slabs to ensure the right color is purchased.
- There may be spots and small blemishes in the stone. These are inherent in the manufacturing process and do not affect the structural integrity of the material. This warranty does not cover spots and/or blemishes smaller than 18 mm (0.705 inches) in diameter. The customer, fabricator, and installer should perform a thorough inspection of the slabs during purchasing. This warranty does not cover spots and blemishes smaller than 18 mm (0.705 inches) in diameter discovered later in the finished countertops.
- This warranty does not cover ColorQuartz products exposed to outdoor weather and climate conditions, abnormal use or conditions, or abuse in any way. Abnormal use or conditions include, but is not limited to, damage from mishandling or misuse, damage from excessive heat or exposure to weather conditions, exposure to ultraviolet 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.
- This warranty does not cover flooring applications.
- This warranty does not cover seam appearance and seam performance. Seam performance can fail with shifting or movement of the substrate, foundation and cabinets, or from thermal shock. Thermal shock can happen with roasting ovens, heat lamps, crock pots, griddles, electric frying pans, or any source that can create excessive heat.
- ColorQuartz is not liable for any loss of direct or indirect, consequential, incidental, punitive, or any other similar damages arising out of the use or inability to use the product in residential applications covered by this warranty. This includes but is not limited to, loss of use, loss of profits, business interruption, and/or any other losses.
- ColorQuartz is not responsible for damages or injury caused by acts of God, job site conditions, architectural and engineering changes, structural movement, acts of vandalism, and accidents that occurred at job sites that may cause damage to the material.

- This warranty only applies to products that have been paid for in full.
- In the event of a defect in the product, ColorQuartz USA, Inc. has the option to repair or replace the countertops. Upon the completion of inspection, ColorQuartz USA, Inc. will decide to either repair or replace the installed surface. If replacement is required, exact color matching cannot be guaranteed. If the color is discontinued at the time of repair/replacement, the customer needs to select an alternative color. This option to repair/replacement does not apply to Final Sales.
- To obtain service under this Residential Warranty, you must contact the entity who sold you ColorQuartz slabs within thirty (30) days of the failure of the product. The warranty claim must be filed within thirty (30) days.
- To claim this Residential Warranty, you must provide proof of purchase in the form of a copy of your original invoice or receipt showing the name of the owner who purchased and installed ColorQuartz products in his/her residence (First Owner). Without proof of purchase, this warranty is void.
- This Residential Warranty does not cover commercial applications for any use. Commercial use includes, but is not limited to: apartments, rental properties, hotels, offices, or any other place of business. For commercial projects, please refer to the ColorQuartz Commercial Warranty.

This Residential Lifetime Warranty applies only to slab purchases and does not apply to pre-fabricated countertops (also commonly referred as pre-mades or blanks countertops). It is the sole responsibility of the purchaser to inspect thoroughly the pre-fabricated countertops prior to any labor adjustment, fabrication, and/or installation. ColorQuartz will not recognize any claim after the pre-fabricated countertops have been installed.

All decisions regarding this warranty are to be made by ColorQuartz USA, Inc. No distributor, fabricator, installer, or any person is authorized to make any warranty statements and promises regarding ColorQuartz surfacing materials.

ColorQuartz USA, Inc. makes no other warranty, representation or guarantee, express or implied, with respect to its products, except as expressly stated herein.

CARE AND WARRANTY

Because Colorquartz[®] is non-porous, thorough cleansing with a damp cloth and mild detergent is all that's needed. Repeating once a week to maintain that clean, clear, new look is as simple and easy as it gets.

Stains or Spills Stubborn stains and dried spills can be easily removed with non-abrasive household cleaning supplies, such as Soft Scrub Liquid Gel with Bleach, damp cloths, sponges, and other non-abrasive pads. Anything a bit stickier can be quickly removed with a plastic putty knife.

Cleaning Products to Avoid Cleaning products with pH levels between 5 and 8 are the best choice for cleaning. Anything outside of this range can potentially damage your Colorquartz[®] surface, but quickly neutralizing with water and wiping with a damp cloth is a quick and easy solution to harmful exposure.

Heat Resistance While Colorquartz[®] is more heat resistant than other types of stone, such as granite, placing hot pads or trivets between hot cookware and your Colorquartz[®] surface can prevent damage caused by rapid, extreme temperature fluctuations.

Tough, but not Indestructible Refrain from exposing Colorquartz[®] to extreme stress such as cutting knives, home improvement tools, hot cookware, and abrasive chemicals. Using cutting boards, hot pads, non-abrasive chemicals are an easy way to always keep your Colorquartz[®] surface clean, clear, and new.