

# QUARTZFORMS

## 10 Year Limited Warranty

### Warranty

The Distributor provides a limited warranty to the Original Purchaser that its products will be free from obvious manufacturing defects for a period of ten (10) years from the date of purchase. (This warranty does not cover or refer to any third party).

The Original Purchaser's sole remedy against the Distributor shall be, at the Distributors discretion, to either replace the defective Product with equivalent products or refund the purchase price. In no case will the Distributor be liable for any labor to remove and/or re-install the Product or the replacing product, and/or transportation costs and/ or loss of profit and/ or any other related expenses.

### **Terms and Conditions**

- A. This warranty applies only to Quartzforms surfacing materials.
- B. This warranty applies only to materials that have been installed and maintained according to the Quartzforms fabrication, installation and maintenance instructions.
- C. This warranty applies only to product used solely for its intended purpose as published by Quartzforms.

### **Exclusions**

1. This warranty does not cover products installed in outdoor applications.
2. This warranty does not cover (i) improper use or abuse, (ii) product that has been modified, repaired or altered without Distributor's prior written approval.
3. This warranty does not cover failures due to fabricators not following prescribed fabrication and installation procedures. (Improper fabrication or installation is the responsibility of the fabricator/ installer).
4. This warranty does not cover seam appearance or seam performance.
5. This warranty does not cover products installed with known or visible manufacturing defects at time of installation, including but not limited to color variance.
6. Routine maintenance and minor conditions such as stains and water spots that may be corrected by following the techniques specified in the use and care guide are not covered.
7. Under no circumstances will the Distributor be liable for direct, indirect, general, special, incidental, consequential, or other damages of any kind whatsoever, arising out of the use or the inability to use the products covered in this warranty.
8. Under no circumstances will the Distributor be liable for damage or injury caused in whole or part by acts of God, job site conditions, architectural or engineering design, structural movement, acts of vandalism or accidents.