

WARRANTY

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WARRANTY

AUREA STONE OUTDOOR SURFACES FOR RESIDENTIAL & COMMERCIAL APPLICATIONS - 10 YEAR LIMITED WARRANTY

TERMS AND CONDITIONS:

A. This warranty applies only to AUREA Stone Outdoor surfaces that have been permanently installed as a countertop or backsplash (the intended use) in areas where the outside temperature is between (-13) and 122 Fahrenheit in a single-family residence and have not been moved from their original installation.

B. This warranty applies only to AUREA Stone Outdoor surfaces and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party.

C. AUREA Stone will warrant, from the original date of installation, material that fails due to any manufacturing defect fabricated and installed according to the AUREA Stone fabrication and installation guidelines. This warranty will cover either the repair or replacement of failed material at the sole discretion of AUREA Stone.

D. This Residential warranty applies only to residences where the occupant is the owner.

E. This Commercial warranty applies only to occupied commercial properties (such as retailers, hotels, restaurants, healthcare facilities, etc.). A Commercial Property shall consist of any location open to the general public for business use, including private properties subject to residential or commercial rental or properties designated as hotels, motels, or other temporary residence applications.

F. This warranty applies only to materials and/or services that have been paid in full.

G. This warranty applies only to materials that have been used and maintained according to the AUREA Stone Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.AUREAstone.com. These may be revised as new products for care become available in the market. Please note that using topical treatment such as natural stone cleaners, toners and sealers on AUREA Stone is prohibited and will void the warranty as it may damage the surface.

H. To request service under this warranty you must contact the company that sold you AUREA Stone or visit the AUREA Stone website to contact us directly within thirty (30) days of the failure of AUREA Stone Outdoor surfaces.

I. Laws and building safety regulations governing the design, engineering and construction of installations vary widely. AUREA Stone assumes no responsibility or obligation with respect to the selection of products for the installation or the design, engineering and construction of the installation.

J. In the event that AUREA Stone Outdoor surfaces fail due to a manufacturing defect, AUREA Stone will, at its sole discretion, repair or replace such materials. AUREA Stone will seek to obtain the best possible result, whether we decide to repair or replace your installation. Replacement does not guarantee an exact color match. All decisions regarding this warranty are at the sole discretion of AUREA Stone. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of AUREA Stone with respect to AUREA Stone quartz surfacing products. If during or after installation you decide you want a different color or finish, this decision is not covered under warranty.

EXCLUSIONS:

What does the warranty not cover?

Applications

1. Products used as flooring and cladding material.
2. Any creative use of the product including bending or curving Surface/Finishes
3. Improper use or abuse. Improper use or abuse includes, but is not limited to, damage from: mishandling of the product; excessive heat; physical or chemical abuse; and improper care and maintenance.
4. Damage caused by acts of nature.
5. Chips, divots, holes, scrapes, dents or marks caused by knocking objects against the surface or the edges of the surface, or other excessive impact damage to the product.
6. Scratches or abrasions. The AUREA Stone product is a very hard material and highly scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board and trivets, as part of your care and 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 AUREA Stone online Care & Maintenance Guidelines at www.AUREAstone.com.
7. Any damage caused by chemical reaction with other materials (except for cleaning materials used according to our Care & Maintenance guidelines).
8. Marks such as metal marks, fingerprints or other signs of daily living. This includes, but is not limited to, marks that are common to finishes other than Polished finishes. Finishes other than Polished, such as Honed, Concrete, Natural and Rough Concrete, are more susceptible to showing everyday marks and spills, and therefore may require more routine cleaning.
9. Naturally occurring variations in the color, background tone, quartz distribution and reflectivity, given that the slabs are manufactured from natural materials and are unique in their composition. These characteristics are inherent to the product. The product may be different to our marketing samples provided to consumers, dealers and fabricators, which are only representative and not an exact replication of what will be installed at your residence. There can also be variations in appearance dependent on artificial or natural lighting. These differences and variations are not considered to be manufacturing defects.
10. Small irregular "spots" or "blemishes" relative to the matrix of the color. Certain levels of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

Surface/Finishes

1. Additional cost to remove, fabricate and/or reinstall AUREA Stone, labor or other similar activities necessary to complete the replacement or removal of the defective material ***will not be covered by Aurea Stone.***
2. Any failures due to fabricators / installers work. Fabricators / Installers are professionals who operate their business completely independently of AUREA Stone. AUREA Stone is not responsible for any action or omission of fabricators/installers. Therefore, any failures resulted from fabrication and/or installation are the sole responsibility of the fabricator and/or installer of the product. If you have complaints of this kind, please contact the fabricator/installer who you engaged to perform the work.
3. Any defects that were visible at the time of fabrication and were not avoided during fabrication or during a dry-fit. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.
4. 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.
5. Material that has been milled or reduced in thickness.
6. Securing mechanical fasteners directly into the material.
7. Any failures due to inadequate support for the installation. This includes overhangs that are inadequately supported in excess of the recommendations provided by AUREA Stone.
8. Any chips or cracks that are a result of "dry" cutting or polishing.
9. Chips or cracks that are a result of not following the minimum requirements for edge details.
10. Mitered edges where the joint is not cut correctly.
11. The altering of any factory-applied finish. Any issues arising from the practice of "in-shop" honing or polishing are the sole responsibility of the fabricator.
12. Costs relating to additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc., that may be necessary to repair or replace the AUREA Stone product.
13. AUREA Stone products contain important product information on the back of each slab. Removing this product information will void the warranty.
14. Damage caused by appliances or additional products brought into contact with AUREA Stone products; and damage caused by installation of ancillary products such as sinks, sink brackets, cabinets, water bars, cooktops and dishwashers.
15. AUREA Stone will not cover any damages, costs or expenses caused to appliances, additional products brought into contact with AUREA Stone products and/or any ancillary products as a result of installing, amending or replacing AUREA Stone products.

AUREA Stone is not responsible for damage or injury caused in whole or in part by acts of God (such as extreme weather conditions, earthquake, etc.), job site conditions, architectural/engineering design, structural movement, acts of vandalism or accidents and/or damages that were caused by storing and/or loading and/or shipping AUREA Stone products in an unreasonable manner and/or not according to AUREA Stone's recommendations.

AUREA Stone 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 provinces 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 AUREA Stone **"Outdoor Collection"** 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 AUREA Stone AND AUREA Stone 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 PROVINCES 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 under laws which vary from State to State or Province to Province. This warranty does not intend to derogate from any of your legal rights under such laws.