



LIMITED 25 YEAR WARRANTY

AMERICAN QUARTZ LLC
LIMITED 25 YEAR WARRANTY

American Quartz LLC limited liability company (“American Quartz”), provides this Limited 25 Year Warranty (“Warranty”) to each owner (“You”) of installed American Quartz surface product (“Product”) during the Warranty Period (as defined below), subject to the terms and conditions of this Warranty.

THE REMEDIES DESCRIBED BELOW ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND AMERICAN QUARTZ'S ENTIRE LIABILITY UNDER THIS WARRANTY. IN NO EVENT SHALL AMERICAN QUARTZ BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS, EVEN IF AMERICAN QUARTZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WHO MAY USE THIS WARRANTY?

American Quartz provides this Warranty to You as the owner of the Product if it was purchased and installed in the United States. This Warranty commences upon the original installation of the Product and continues for the lifetime of the Product until the Product is removed, replaced, altered or subjected to excluded damage (the “Warranty Period”). This Warranty shall automatically transfer to subsequent owners of the Product during the Warranty Period.

WHAT IS COVERED BY THIS WARRANTY?

American Quartz warrants the Product against manufacturing defects for the Warranty Period subject to the terms and conditions of this Warranty. This Warranty shall apply only when the Product is properly fabricated and installed for the interior use of residential, commercial or marine applications by American Quartz approved installers and fabricators.

WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to Product that has been removed, replaced or altered after its original installation, or Product subjected to damage due to mishandling, abnormal use, misuse, physical abuse, chemical exposure, direct or sustained heat or cold, including sudden or rapid changes in temperature or thermal shock, exposure to chemicals, outdoor installation or partially exposed outdoor installations, excessive pressure, force or loading applied from a person, utensil or object, including, but not limited to, cracks and/or chips resulting therefrom. In addition, improper, insufficient or poorly designed support, cabinets, structures, substrate or sub-floors for, on, near or under the Product are not covered by this Warranty. For the avoidance of doubt, if American Quartz performs or causes to be performed any repair work on the Product, such repair work is not an admission or an agreement that the particular damage or issue is covered by this Warranty.

This Warranty does not cover the quality of the fabrication or installation or damage or defects caused by fabrication or installation. Fabrication or installation issues must be resolved directly with the point of purchase, fabricator, or installer and are Your responsibility. Fabricator is responsible for checking the material before cutting, if there is any defects or variation on color in purchase of 2 or more slabs it MUST be reported before cutting material, if not the warranty is void.

EXAMPLE USES OF PRODUCT NOT COVERED BY THIS WARRANTY.

The following list includes, without limitation, examples of unintended uses of the Product which are not covered by this Warranty: Product installed in entry-ways subject to traffic flow from the outdoors; Product installed outdoors, whether in partially covered or otherwise sheltered areas or not; Product installed in areas exposed to saltwater; Product installed for shower trays or shower pans, steam showers, steam rooms, or saunas.

IMPORTANT RESTRICTIONS ON THIS WARRANTY.

For this Warranty to apply, the Product must be used only for its intended purpose, and must be maintained in accordance with American Quartz's Product Care and Maintenance Information which can be found at American Quartz website, and which will be made available in hard copy form upon request and at no charge by submitting a request to info@americanquartzusa.com. This Warranty shall be null and void if You have not paid for the Product in full. Various laws and building and safety codes govern the design, engineering and construction of buildings and installations within them; these codes vary widely. American Quartz assumes no responsibility or obligation with respect to compliance with such codes related to the selection, installation, design, engineering, or construction of the installation site for the Product.

ALL WARRANTY CLAIMS MUST BE RECEIVED BY AMERICAN QUARTZ LLC WITHIN THIRTY (30) DAYS AFTER YOU LEARN OF THE FACTS UPON WHICH THE WARRANTY CLAIM IS BASED, OR SUCH WARRANTY CLAIM SHALL BE DEEMED WAIVED.

YOUR RESPONSIBILITIES.

Although the Product is carefully inspected prior to shipping and delivery, it is Your responsibility to thoroughly inspect the Product when You receive it. The final inspection and approval of the Product, including after installation, is Your sole responsibility.

MODIFICATION OF WARRANTY.

NO REPRESENTATIVE, DEALER, EMPLOYEE, INSTALLER, OR ANY OTHER PERSON IS AUTHORIZED TO MODIFY OR CHANGE THIS WARRANTY OR MAKE ANY OTHER WARRANTY, REPRESENTATION OR PROMISE ON BEHALF OF AMERICAN QUARTZ WITH RESPECT TO THE PRODUCT. NO TERM OR CONDITION OTHER THAN THOSE IN THIS WARRANTY AND NO AGREEMENT OR UNDERSTANDING, WHETHER ORAL OR WRITTEN, IN ANY WAY PURPORTING TO MODIFY OR CHANGE THIS WARRANTY SHALL BE BINDING UPON AMERICAN QUARTZ.

Thank you for your purchase of American Quartz.