Polarstone[®] Quartz Surfaces

LIMITED 15-YEAR RESIDENTIAL WARRANTY - EFFECTIVE May 1, 2016

Polarstone[®] quartz surfaces (the "Product") that has been permanently installed and is in its originally installed Residential location is warranted by Polarstone US to be free of manufacturing defects. The product must be fabricated and installed by a qualified fabricator or installer. The product should be used and maintained in accordance with instructions provided by Polarstone US in the "Polarstone[®] Quartz Surface Product Care and Maintenance" document. During the first 15 years after the date of initial installation. Polarstone US can opt to repair or replace without charge if the product fails due to a manufacturing defect. Polarstone US shall make its best effort to repair or replace with the best possible color match to the original as possible. Polarstone US cannot guarantee that the repair or replacement will be an exact color match to the original due to the natural minerals and ingredients used in the manufacture of Polarstone® quartz surfaces. This warranty is applicable only to the original purchaser and only when all final payments have been made on the product. This warranty is nontransferable. Any associated repair or replacement cost other than the product will be the original purchaser's responsibility.

Terms and Conditions: This warranty applies solely to Polarstone[®] guartz surfaces and does not apply to any other products including sinks, faucets or any other added appliance, as well as any other surfacing material (for example ceramic tile or solid surface), other engineered stone products manufactured or supplied by any other party except by Polarstone US. This warranty does not apply to other installations of Polarstone[®] guartz surfaces including, but not limited to installations in shower walls and moving vehicles such as, but not limited to, boats or recreational vehicles. This warranty applies to installations of Polarstone[®] quartz surfaces that have been permanently installed in the interior of residential applications, provided they have not been moved from the original, permanent installation. Polarstone[®] guartz surfaces are for interior use only and this warranty does not cover products installed in any exterior application. If during or after installation you decide that you do not like the Polarstone[®] guartz surfaces color you selected, replacement is not covered by this warranty. To obtain service under this limited warranty, you must contact the source from whom you purchased Polarstone[®] guartz surfaces. This step will allow your fabricator or installer the opportunity to correct any issues not covered by the Polarstone® quartz surfaces warranty. To be eligible for repair or replacement, the consumer must complete the "Polarstone® Quartz Surface Warranty Submission Process" form, that requires project information, including proof of purchase. The homeowner can request the form from "warranty@polarstoneus.com", from their supplier or from the website www.polarstoneus.com. This step

must be completed for any warranty consideration to take place. If you represent to us that your installation is Polarstone[®] quartz surfaces, and our warranty service agent at the installation site determines that your installation is not Polarstone® quartz surfaces, you will be liable for and charged the standard warranty service trip charge in effect at that time, and no repair or replacement will be performed. You must permit Polarstone US or their authorized agents to inspect the installation of the product. It is imperative that you cooperate with the efforts of Polarstone US to perform its obligations under this warranty. All decisions about defects in manufacture shall be made by Polarstone US and communicated to appropriate parties in a timely manner. If Polarstone US performs a repair or replacement of your installation, we will seek to obtain the best possible result.

- This warranty is not valid unless the product and the installation have been paid in full.
- This warranty does not cover seam appearance or performance, adhesives, caulk or other bonding or attached items.
- Thermal shock can occur when a hot pan, dish, or other receptacle or object is left on the countertop for more than a short period. Trivets or hot pads should always be used between heated cookware and Polarstone® quartz surfaces. These issues will not be considered manufacture defects but are subject to proper care and maintenance by the owner.
- This warranty does not cover the use of products that have been exposed to outside weather and climate conditions, abnormal use or conditions, or abuse. "Abnormal use or conditions" include, but are not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, excessive force or chemical abuse, or damage from improper care and maintenance.
- Improper care of Polarstone[®] quartz surfaces may result in etching, staining, scratching, chipping, cracking or discoloration.

This warranty applies to products that have been maintained according to the Polarstone[®] Quartz Surface Product Care & Maintenance Guide. The Care & Maintenance Guide may be obtained free of charge upon request from the authorized Polarstone[®] Quartz Surfaces dealer, or directly from the Polarstone US website.

What You Should Expect From the Appearance of Your Polarstone[®] Surfacing:

Polarstone® quartz surfaces is made from natural quartz and pigmented resin attempting to duplicate the look of natural stone. Variations in the color, gloss, finish, size and shape of veins and pattern, and background tone of the (quartz) product are inherent in the process. These are unique characteristics to be expected within this product. Blemishes, such as blotches or

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spots, are essential in the manufacturing process, just as you would find in natural stone.

Color Samples: Polarstone[®] quartz surfaces website photo color representations, samples and literature pieces are only for color representation and are not guaranteed to be an exact replica of the final product. Due to the randomness effect of colors that contain natural minerals and movement or veining, some color samples, especially smaller samples, may not capture the overall slab aesthetic. Your countertop will not be replaced under this warranty due to color variations from sample(s).

Excessive Heat: Thermal damage may occur when a hot pan, pot, dish, or any other receptacle or object is left on the countertop.. Trivets or hot pads should always be used between heated cookware and Polarstone[®] quartz surfaces. Damage from excessive heat is considered improper care and maintenance by user, not a material defect, and therefore not covered under this warranty.

Chips: Chips are caused by excessive impact. The quartz and resin are bonded together using vacuum vibro-compression. Chips or any other excessive impact damage are not covered under this warranty.

Scratches: Polarstone[®] quartz surfaces are extremely scratch resistant. However, scratching can occur when proper care is not used, and accordingly, scratches in your Polarstone[®] quartz surfaces installation are not covered by this warranty. Cutting boards should always be used between cutlery and Polarstone[®] quartz surfaces as part of proper care and maintenance.

Staining: Polarstone[®] quartz surfaces are stain-resistant, but not stain-proof. Most stains can be removed as outlined in our Care & Maintenance Guide. Stains are not covered by this warranty. You can view our stain cleaning guidelines for the best stain removal procedures in our guide.

Blemishes and Veining: Some level of what could be referred to as spots or dapples are inherent in the manufacturing process. Polarstone® quartz surfaces veined materials include many variations in the design to simulate natural stone. The veins in Polarstone® quartz surfaces are unique, random and life-like; blemishes in these veins are not covered under this warranty.

General Obligations: Polarstone US is not responsible for damage or injury caused in whole or in part by weather or climate, job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism, or accidents. The obligation of Polarstone US under this warranty is limited only to the repair or replacement of the Polarstone® quartz surfaces product covered by this warranty, not including necessary labor charges needed to repair, remove or replace the product. Polarstone US will repair or replace material only for the area of the installation that is determined by Polarstone US or its warranty service agent to be defective. To the extent required, Polarstone Replaces Warranty effective date May 1, 2015 US will cover the cost of the simple plumbing and electrical disconnect and reconnect charges to the extent determined necessary by Polarstone US or its warranty service agent, up to and not to exceed \$250.00. The consumer will be responsible for any other costs associated with or arising from the repair or replacement. Such repairs include, but are not limited to, repairs to cabinets, backsplash, appliances, wall surfaces, paint, wallpaper, and tiles. Removal of cabinets, storage bins and food garages or backsplashes to allow access to the Polarstone® guartz product for repair or replacement, as well as costs incurred to enable access to plumbing and electrical connections are not covered under this warranty. Your original warranty will continue for the duration of the original fifteen-year period from the original installation date. The warranty period does not begin anew from the date of any repair or replacement. Except as provided in this limited warranty, Polarstone US shall not be liable in either fault or contract for any loss of direct, consequential, or incidental damages arising out of the use or inability to use the product in residential applications covered by this warranty. Polarstone US makes no other warranty, representation, or guarantee, expressly or implied, with respect to its products, except as explicitly stated herein. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state or in Canada from province to province. This is the only warranty made by Polarstone US for Polarstone® quartz surfaces. No representative, dealer, sales person, or any other person is authorized to produce any warranty or promise on behalf of Polarstone US with respect to Polarstone® quartz surfaces. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Polarstone US unless made in writing and signed by an authorized employee of Polarstone US.

Registration: To register your Polarstone[®] Quartz Surfaces warranty, go to <u>www.polarstone.com/warranty</u> and fill out the warranty form. Keep a printed copy of your completed warranty form for your records. Polarstone US will keep your completed warranty in our warranty database.

Claim Procedure: To obtain service under this warranty, contact your original installer or distributor to verify if a warranty claim should be considered. Notify Polarstone US of the same via email at <u>warranty@polarstoneus.com</u>. Include the completed " Polarstone[®] Quartz Surfaces Product Warranty Submission" form prior to the expiration of the warranty period. The customer must furnish to Polarstone US the completed Warranty Submission form to be considered. It may be sent by US Mail or email to <u>warranty@polarstoneus.com</u>.

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