

2501 Wilsonart Drive Temple, TX 76504

P.O. Box 6110 Temple, TX 76503-6110

# WILSONART® QUARTZ LIMITED WARRANTY (PRODUCT ONLY) FOR USA AND CANADA

Wilsonart LLC ("Wilsonart") provides a Limited 10 year Warranty to the original owners (defined as first occupant after installation) of the installed Wilsonart<sup>®</sup> Quartz surface ("Product") that the Product will be free from manufacturing defects for 10 years from the date of purchase by the original purchaser. Final inspection and approval of the installation is the Owner's sole responsibility. Any damage to the Product thereafter is the responsibility of the Owner.

This Limited 10 year Warranty shall apply where the Product is fabricated and installed for residential or commercial interior use only by Wilsonart authorized fabricator and/or installers, subject to the exclusions set forth below; is used for its intended purpose, and is maintained and used in accordance with the Wilsonart Quartz Care and Maintenance Guide.

### TO OBTAIN SERVICE UNDER THIS WARRANTY:

In order to receive the best service under this warranty before the end of the warranty period, please contact the company from whom the product was originally purchased. You must provide proof of purchase and provide access for inspection for warranty determination.

### WHAT IS COVERED

This warranty covers Product sold by Wilsonart exclusively:

- 1. This warranty covers Product that have been purchased from an authorized Wilsonart Quartz fabricator and installed by an authorized Wilsonart Quartz installer.
- 2. This warranty covers Product that has been registered with Wilsonart within sixty (60) days of installation at <u>www.wilsonart.com</u>.
- 3. In the event that no record of your warranty is on file, you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner and Wilsonart Quartz Authorized Dealer.
- 4. This warranty covers Product that has been maintained in accordance with the Wilsonart Quartz Care and Maintenance Guide provided by your authorized Wilsonart Quartz fabricator and/or installer. The Care and Maintenance Guide may also be obtained by visiting <u>www.wilsonart.com</u>.
- 5. This warranty covers only the replacement in slab form or repair, at Wilsonart's discretion, of inspected and verified factory defects in the Product.
- 6. This warranty covers use of Product for indoor countertop applications only.

## WHAT IS EXCLUDED

This warranty shall not apply to damage arising from any of the following:

- 1. This warranty does not cover flooring applications.
- 2. This warranty does not cover Product that has not been paid for in full.
- 3. This warranty does not cover any product sold by Wilsonart that is not sold under the Wilsonart Quartz brand name.
- 4. This warranty does not cover natural variations in color, size, shape or distribution of patterns from a commercial sample. Wilsonart Quartz surfaces are intended to have a natural, non-uniform appearance. Samples are only representative of a color and pattern and are not exact replicas of the final product.
- 5. This warranty does not cover failure of Product due to structural movement or settling and\or improper cabinet or substrate installation.
- 6. This warranty does not cover seam and edge performance.
- 7. This warranty does not cover defects caused by improper storage, handling, fabrication or installation. See Wilsonart Quartz Fabrication Guide for proper storage, handling, fabrication and installation techniques.
- 8. This warranty does not cover Product used outdoors, exposed to UV light, weather conditions or excessive heat.
- 9. This warranty does not cover claims made by anyone but the original owner.
- 10. This warranty does not cover Product that has been moved from their original permanent installation location.
- 11. This warranty does not cover supplemental damage or repair of items such as plumbing, electrical, drywall, painting and\or tile caused by the replacement or repair of the countertop.

- 12. This warranty does not cover transportation, freight, demolition or any form of disposal, fabrication or related costs beyond the cost of the Product or its replacement.
- 13. This warranty does not cover alterations or repair by anyone other than an authorized Wilsonart Quartz fabricator and/or installer.
- 14. This warranty does not cover and Wilsonart is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural and engineering design, structural movement, acts of vandalism and/or accidents.
- 15. This warranty does not cover scratches. Wilsonart Quartz is a scratch resistant product but is not scratch proof. The use of a cutting board should always be part of your proper care and maintenance.
- 16. This warranty does not cover damage due to mishandling, abnormal use, misuse or chemical abuse or exposure, direct or sustained heat or cold or sudden or rapid change in temperature or thermal shock, exposure to chemicals, force, pressure or loading applied from a person, utensil or object, resulting in but not limited to cracks, scratches, chips and other damage.

## **EFFECTIVE DATE**

This Limited 10 year Warranty applies to Product installed after November 1, 2014.

## REGISTRATION

To register for this Limited 10 year Warranty, you must fill out the warranty registration online at www.wilsonart.com. You must register within sixty (60) days of installation to be eligible under this limited 10 year warranty.

### FOR MORE INFORMATION ABOUT THIS WARRANTY:

Please visit www.wilsonart.com or contact Wilsonart at:

Wilsonart<sup>®</sup> Quartz Surface Warranty Center 2501 Wilsonart Drive P.O. Box 6110 Temple, TX 76503-6110 1-800-433-3222

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER OR OTHER PARTY SEEKING TO ENFORCE THE WARRANTY AND THE EXCLUSIVE LIABILITY OF WILSONART.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES WHICH MAY ARISE BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF THE WRITTEN WARRANTY SET FORTH HEREIN.

WILSONART SHALL NOT, UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO, OR LOSS OF USE OF, PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES OR ANY OTHER DAMAGES ARISING FROM THE ORIGINAL END USER'S PURCHASE. WILSONART'S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

No agent, dealer, employee or representative of Wilsonart nor any installer, fabricator or other person is authorized to modify the warranty in any respect.

The invalidity of all or a part of any of the provisions of the Limited Warranty shall not affect or invalidate any other provision of the Limited Warranty.