



AMERIQUEARTZ

LIMITED WARRANTY ON QUARTZ SURFACES



► Who may use this warranty?

AmeriQuartz Texas, LLC ("AmeriQuartz") extends this limited warranty only to the consumer who originally purchased the product (hereinafter, "You"). It does not extend to any subsequent owner or other transferee of the product.

► What does this warranty cover?

This limited warranty covers defects in materials and manufacturing of quartz product which has been permanently installed in a residence (the "**Product**") for the Warranty Period, as defined below, and which was supplied or performed by AmeriQuartz. For the purposes of this limited warranty, the term "Product," and the scope of this limited warranty, does not include quartz product which has been installed in a commercial space or in an outdoor space.

► What does this warranty not cover?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper or abnormal use, as defined below; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond the reasonable control of AmeriQuartz. As used herein, "improper or abnormal use" includes, but is not limited to, cracks that occur from thermal shock from the use of hot pots, skillets or other hot items placed directly on the Product; damages from exposure to ultraviolet light or damaging chemicals, including acid; chipping, cracking, scratches, impact damages or breakings; Products which has been milled or reduced in thickness; and, damages due to altering of any factory-applied finish.

► What is the period of coverage?

This limited warranty commences on the date of Your purchase and continues for fifteen (15) years (the "**Warranty Period**"). The Warranty Period is not extended or restarted if AmeriQuartz repairs or replaces the Product. AmeriQuartz may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

► What are your remedies under this warranty?

This limited warranty commences on the date of Your purchase and continues for fifteen (15) years (the "**Warranty Period**"). The Warranty Period is not extended or restarted if AmeriQuartz repairs or replaces the Product. AmeriQuartz may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

Product is no longer available, AmeriQuartz shall, in its sole discretion, replace the Product with one of similar characteristics.





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► How do you obtain warranty service?

To obtain warranty service, You must contact AmeriQuartz within a reasonable time of discovering the defect in the Product during the Warranty Period. A claim under this limited warranty shall be made by contacting AmeriQuartz via telephone, email, or mail. Electronic and/or postal mail claims shall include all relevant information regarding the defect, as well as the original invoice or sales receipt.



LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

