

# 10 - Year Limited Commercial Warranty

This 10-year warranty applies to Element Stone that have been installed in an interior, commercial use application. Element Surfaces warrants for a period of 10 years that Element Stone will be free from manufacturing defects from the date of the completion of the installation of Element Stone.

This is a product warranty only. Element Surface's obligation under the 10-year warranty covers only the replacement of the failed Element Stone product in slab form. It does not cover labor to remove, fabricate and/or re-install Element Stone products, or any other tasks necessary to complete the replacement or removal of the defective material.

Commercial property is defined as any location open to the general public for business use, properties for rental or lease, or properties designated as hotels, motels, or other temporary residence applications.

## TERMS AND CONDITIONS

This warranty is issued to the Original Owner of the commercial property who purchased and installed Element Stone. This warranty expires upon transfer of ownership of the property to subsequent parties. This warranty is not transferable and does not cover claims made by subsequent owners of the commercial properties.

This warranty applies only to Element Stone which have been permanently installed in an interior, commercial application and has not been removed from the original installation area(s).

This warranty covers Element Stone that have been installed by Element Stone's network of Certified Fabricators and Installers. This warranty does not cover any improper and/or defective workmanship performed by fabricators and installers outside of Element Stone's network. Please contact your area distributor(s) to inquiry more about Element Stone's network of Certified Fabricators and Installers.

This warranty applies to surfaces which have been maintained according to the Element Stone Care & Maintenance Guide. This warranty does not cover damage caused by product mishandling, improper care and maintenance, impact damage, heat damage, physical and chemical abuse, and damage resulting from exposing the product to extreme weather conditions. Element Stone Care & Maintenance Guide is available at [www.elementsurfaces.net](http://www.elementsurfaces.net).

This warranty does not cover chips, scratches, color variances, thermal shock, misuse or improper/defective fabrication. Element Stone is highly resistant to scratches, but not scratch proof. No cutting shall be done directly on the surface and a cutting board shall always be used. Proper care and maintenance shall be followed at all times – refer to the Element Stone Care & Maintenance Guide. This warranty does not cover additional modifications or supplemental repairs such as structural

changes, plumbing, electrical, cabinets, tiles, etc. that may be necessary to complete the repair or replacement of Element Stone products covered under this warranty. These material and labor costs shall be the responsibility of the owner of the commercial property.

This warranty only applies to polished finishes. It does not apply to surfaces with honed and textured finishes.

This warranty does not cover finishes that have been altered from their original Element Stone factory-applied finish. Any issues arising from the practice of “additional and/or in shop honing” are the sole responsibility of the fabricator who performed the process and/or the owner who purchased the original Element Stone Surfaces.

This warranty does not cover any creative adjustment made to the material including bending, curving, thickness reduction, or any other alteration to the original Element Stone factory material.

This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of recommended support guidelines or an un-supported base.

As Element Stone slabs contain natural quartz, this warranty does not cover natural variations in the color, size, and pattern movement of the slabs. These characteristics are inherent in the quartz stone.

Color samples provided to owner customers, fabricators, and installers may not match to the actual stone. Element Stone is made of natural quartz. Variation in color, shade, pattern, and grain size is expected of this natural product. Samples are small pieces cut from a slab; they do not display all the characteristics of the actual slab.

This warranty does not cover Element Stone products exposed to outdoor weather and climate conditions, abnormal use or conditions, or abuse in any way. Abnormal use or conditions include, but is not limited to, damage from mishandling or misuse, damage from excessive heat or exposure to weather conditions, exposure to ultraviolet light, physical or chemical abuse, and damage from improper care and maintenance. Do not use products like SOS, oven cleaners, bleach, silver cleaners, tarnish removers, or any other similar products. Do not attempt to seal the product or use any abrasive or harsh scrubbing pads. Never use paint removers, strong alkaline, acid or oxidizing substances and products with pumice.

This warranty does not cover flooring applications.

This warranty does not cover seam appearance and seam performance. Seam performance can fail with shifting or movement of the substrate, foundation and cabinets, or from thermal shock. Thermal shock can happen with roasting ovens, heat lamps, crock pots, griddles, electric frying pans, or any source that can create excessive heat.

Element Stone, Inc. sole responsibility and liability under this warranty shall be to replace the failed Element Stone product in slab form. Element Stone is not liable for any loss of direct or indirect, consequential, incidental, punitive, or any other similar damages arising out of the use or inability to use the product in commercial applications covered by this warranty. This includes but is not limited to, loss of use, loss of profits, business interruption, and/or any other losses.

Element Stone is not responsible for damages or injury caused by acts of God, job site conditions, architectural and engineering changes, structural movement, acts of vandalism, and accidents that occurred at job sites that may cause damage to the material.

This warranty only applies to products that have been paid for in full.

In case of product manufacturing defects, exact color matching cannot be guaranteed. If the color is discontinued, the owner customer needs to select an alternative color.

In order to obtain service under this Commercial Warranty, the owner customer must provide proof of purchase in the form of project contract showing the name of the owner of the commercial property. This warranty is not applicable without proof of original contract.

All decisions regarding this warranty are to be made by Element Stone, Inc. No distributor, fabricator, installer, or any person is authorized to make any warranty statements and promises regarding Element Stone surfacing materials.

Element Stone, Inc. makes no other warranty, representation or guarantee, express or implied, with respect to its products, except as expressly stated herein.

#### ANY QUESTIONS?

If you require any advice on caring for your Element Stone surface or technical enquiries, please e-mail us at [info@elementstone.net](mailto:info@elementstone.net)