

# Limited Lifetime Residential Warranty

Element Surfaces will warrant from the original date of installation that material that fails due to any manufacturing defect when fabricated and installed by an Element Surfaces Certified Fabricator. This warranty applies to the repair or replacement of failed material that has been permanently installed in your residence. The option to repair or replace the material is at the sole discretion of Element Stone.

This Residential Lifetime Warranty is available only to the original owner of a single family residence in which Element Stone has been originally installed. In the case of a newly constructed single-family residence, this warranty is available to the “first” owner purchasing the residence when Element Stone was permanently installed and is transferable according to the terms and conditions stated below.

All decisions regarding this warranty are at the sole discretion of Element Surfaces. No representative, dealer, salesperson, distributor, fabricator or other persons are authorized to make any warranty or promises on behalf of Element with respect to Element Stone products. If it is determined by Element Surfaces that Element Stone materials failed due to a manufacturing defect, Element will, at its sole discretion, repair or replace such materials. Element will strive to obtain the best possible resolution. The decision to repair or replace is at Element’s sole discretion and an exact color match is not guaranteed.

## TERMS AND CONDITIONS

This warranty applies only to Element Stone materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation.

This warranty applies only to materials that have been maintained according to the Element Stone Care & Maintenance guidelines. Care & Maintenance guidelines are available at [www.elementsurfaces.net](http://www.elementsurfaces.net). To request service under this warranty you must contact the fabricator who sold you your Element Stone or you may contact Element Surfaces directly at 855-(QZNWOOD)796-9663 within thirty; (30) days of failure. Please have your proof of purchase available.

Following installation, you must register your product within thirty; (30) days. To register your installation, you may complete the online registration form at [www.elementsurfaces.com/register-your-product](http://www.elementsurfaces.com/register-your-product). If you prefer, you may download the form and mail to: 1785 Enterprise Drive, Suite B&C, Buford, GA 30518.

## WHAT IS NOT COVERED UNDER THIS WARRANTY:

This warranty applies to the Original Purchaser of Element Stone products. If the product was purchased through a newly constructed home builder, this warranty applies to the First Owner of the

property who purchased and installed Element Stone in his/her residence. This warranty does not cover any residence where the First Owner is not the occupant.

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 your home.

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

This warranty applies only to surfaces which have been maintained according to Element Stone Care & Maintenance guidelines (insert website page link here). This warranty does not cover damages caused by product mishandling, improper care and maintenance, impact damages, heat damages, physical and chemical abuse, and damages resulting from exposing the material to extreme weather conditions.

This warranty does not cover chips or impact damage, scratches, color variances, thermal shock, chemical abuse, misuse or improper/defective fabrication. Make sure to check thoroughly your Element Stone counter tops at installation. Element Stone is highly resistant to scratches, but it is not scratch proof. No direct cutting shall be done on the surface. Proper care and maintenance shall be followed – refer to Element Stone Care & Maintenance Guide.

In case of product manufacturing defects, Element Stone has the option to repair or replace the product only. If replacement is needed, exact color matching cannot be guaranteed.

This is a product warranty only. It does not cover additional labor to remove, fabricate and/or reinstall Element Stone, or any other tasks necessary to complete the replacement or removal of the defective material. These labor cost are the responsibility of the customer.

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 cost, material and labor, shall be the responsibility of the customer.

This applies to polished finishes as well as the colors listed as available as “honed” in our brochure, sample book, or on our website and eligible under this warranty.

This warranty does not cover finishes that have been altered from 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.

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

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

This warranty does not cover flooring applications.

This warranty does not cover Element Stone products exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way. Abnormal use or conditions includes,

but is not limited to, damage from mishandling or misuse, damage from excessive heat or uneven 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. Also do not attempt sealing the product, do not use any abrasive or harsh scrubbing pads, paint removers, any strong alkaline or acid or oxidizers. Do not use products with pumice.

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

This warranty does not cover products if you, the customer, decide you do not like after installation due to color, edging styles or other opinions based on personal preference.

Element Stone is not liable for any loss of direct or indirect, consequential, incidental, punitive, and any other similar damages arising out of the use or inability to use the product in residential applications covered by this warranty. This includes but 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 occurred in job sites that may cause damage to the material.

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

In order to obtain service under this residential warranty, you must provide proof of purchase in the form of a copy of your original invoice or receipt showing the name of the Owner who purchased and installed Element Stone products in his/her residence(First Owner). Without proof of purchase, this warranty is void.

This residential warranty does not cover commercial applications for any use. Commercial use includes: apartments, rental properties, hotels, offices, or any other place of business. For commercial projects refer to Element Stone Commercial Warranty\*. Element Surfaces makes no other warranty, representation or guarantee, express or implied, with respect to its products, except as expressly stated herein.

THE FOREGOING IS THE COMPLETE WARRANTY FOR ELEMENT STONE AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO ELEMENT STONE EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE,

PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights that vary from State to State.