

RESIDENTIAL 10-YEAR WARRANTY

U.S. Quartz Products will warrant from the original date of installation material that fails due to any manufacturing defect when fabricated and installed by a CaesarStone Certified Fabricator for a period of ten (10) years. This warranty covers the repair or replacement of failed material that has been permanently installed in a single-family residence.

The Residential Limited 10-year warranty is available only to the owner of a single-family residence in which the surfacing product is originally installed or, in the case of a newly constructed single-family residence, to the first owner acquiring the residence from the builder thereof with the surfacing product already permanently installed.

TERMS AND CONDITIONS

- A. This warranty applies only to CaesarStone surfacing materials.
- B. This warranty applies only to installations that are permanently installed in residences and that have not been moved from original installations.
- C. This warranty does not cover materials that have not been paid for.
- D. This warranty only applies to materials that have been maintained according to the Warranty & Care Guide provided at the time of installation or upon request from U.S. Quartz Products.
- E. To request service under this warranty you must contact the entity from which you purchased CaesarStone or contact U.S. Quartz Products directly at 877-978-2789.
- F. You must register your installation either by filling out the warranty registration card provided at the time of installation or by registering online at www.caesarstoneus.com. 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 Authorized Dealer and CaesarStone Certified Fabricator. You must agree to cooperate with U.S. Quartz Products or its authorized agents in the inspection of the product and will assist us in efforts to perform our obligations under this warranty.

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- G. This warranty is transferable during the warranty period provided the original purchaser provides in writing to U.S. Quartz Products the name of the new owner and contact information. Under no circumstances will this warranty exceed ten (10) years from the original date of installation.
- H. All decisions regarding this warranty are at the sole discretion of U.S. Quartz Products and will be communicated to the end user promptly.

EXCLUSIONS

1. This warranty does not cover use for commercial purposes.
 - a. Minor conditions such as stains and water spots that may be corrected by following the techniques specified in the Warranty & Care Guide are not covered.
2. This warranty does not cover products installed in outdoor applications.
3. This warranty does not cover improper use or abuse.
4. This warranty does not cover failures due to fabricators not

following the prescribed fabrication and installation procedures as outlined by U.S. Quartz Products. Improper fabrication or installation is the responsibility of the fabricator/installer.

5. This warranty does not cover seam appearance or seam performance or adhesive, caulk or other accessories items.
6. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, etc. that may be necessary to repair or replace the CaesarStone product covered by this limited warranty.
7. U.S. Quartz Products is not responsible for damage or injury caused in whole or part by acts of God, job site conditions, architectural or engineering design, structural movement, and acts of vandalism or accidents.
9. U.S. Quartz Products shall not be responsible in either contract or tort for any loss of direct, consequential or incidental damages arising out of the use or the inability to use the products covered in this warranty. Some states do not allow the exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

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SPECIFIC RIGHTS

U.S. Quartz Products Inc.'s obligation under the Residential Limited 10-Year Warranty is limited solely to the repair or replacement of the failed product. Such repair or replacement however, shall not include the performance of any other repairs or modifications that may be necessary to achieve the actual repair or replacement of the failed surface product (such as, for example, any plumbing, electrical, tile or wall surfacing repairs or modifications), such other repairs and modifications shall be the responsibility of the customer. If U.S. Quartz Products Inc. determines the likelihood of failure reoccurrence to be high, U.S. Quartz Products Inc. retains the option to refund the original purchase price or to offer a buy out financial settlement for the fabricated product and/or installation thereof paid by the customer in full and final satisfaction of its warranty obligation hereunder.

Except to the extent expressly stated herein or otherwise required by applicable law, U.S. Quartz Products Inc. disclaims all warranties and representations, expressed or implied, statutory or otherwise, including without limitation, any implied or expressed warranties of merchantability or fitness for a particular purpose, and shall not be responsible or liable, in either contract or tort, for any loss, including, without limitation, direct, indirect, special, consequential or incidental damages, arising out of the inability to use or delays in installation of, or repairs to the surfacing products provided or to be provided by U.S. Quartz Products Inc. Some states may not allow the exclusion or limitation of incidental or consequential damages, the foregoing limitations or exclusions may not be applicable.

This warranty gives the customer specific legal rights. Other rights may be available under applicable laws that vary from state to state.