

COMMERCIAL FIVE-YEAR LIMITED WARRANTY

Subject to the conditions and limitations stated in this document, Technistone USA, Inc. (Technistone) warrants to the original owner that Technistone quartz surfacing materials (Technistone products) will be free from manufacturing defects for five years following the date of installation when fabricated and installed in accordance with Technistone's most recently published General Terms and Conditions. This warranty becomes valid upon the date of installation in a commercial building and is not transferrable.

Exclusive Remedy

This warranty is limited. In installations correctly utilizing Technistone products, Technistone will repair or replace, in its sole discretion, defective Technistone products (not including the cost of installation and/or fabrication), subject to inventory constraints. Technistone will seek to obtain the best possible result, whether through repair or replacement, however replacement slab may not be exactly the same as the defective slab. Exact color match is not guaranteed.

This limited warranty is exclusive and in lieu of any other warranty, express or implied, including any warranty of merchantability, fitness for particular purpose, course of dealing, trade usage, or other warranty of quality, whether express or implied, and all other liabilities or obligations on the part of Technistone. Any implied warranties which are not excluded hereby due to operation of law are limited in duration to the duration of the express warranty provided herein for the products warranted. In no case will Technistone be liable either in tort, contract, or otherwise, for direct, indirect, special, incidental, punitive, consequential, or other similar damages, regardless of the legal theory asserted, including warranty, contract, negligence or strict product liability. Some states do not allow the exclusion of consequential damages, so these limitations or exclusions may not apply to you.

This limited warranty is the only warranty made by Technistone. No representative, dealer, salesperson, distributor, fabricator, or any other person is authorized to make, modify, or change this limited warranty or make any other warranty, representation or promise on behalf of Technistone with respect to Technistone products.

General Terms and Conditions

This limited warranty applies only to Technistone products that have been permanently installed in the interior of a commercial property and have not been moved from their original installation. Commercial property consists of any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels, or other temporary residential uses. This limited warranty does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party.

This limited warranty does not cover failures due to fabricators or installers not following the prescribed fabrication and installation procedures as described in Technistone's most recently published General Terms and Conditions. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer. This limited warranty also does not cover any defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.

This limited warranty applies only to Technistone products that have been maintained according to the Technistone Manual for the Cleaning and Maintenance of Technistone Products. Defects caused by misuse or abuse are not covered by this limited warranty. Misuse or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, and damage from improper care and maintenance.

Technistone products contain important product information on the back of each slab. Removing this product information will void the warranty. Technistone is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering design, structural movement, acts of vandalism, or accidents.

Building codes and other laws and building safety regulations governing the design, engineering, and construction of installations vary widely. Technistone assumes no responsibility or obligation with respect to selection of product for installation or for the design, engineering, or construction of the installation.

Exclusions

1. This warranty does not cover products in unoccupied structures.
2. This warranty shall be null and void unless the Technistone products have been paid for in full.
3. This warranty does not cover products installed in any outdoor application.
4. This warranty does not cover products used as flooring material.
5. This limited warranty does not cover seam appearance or seam performance, adhesives, caulk, or other accessory items. The two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets, or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish, or other receptacle or object is left on quartz surfaces for more than a brief period. Trivets or hot pads should always be used.

6. This warranty does not cover chips or other excessive impact damage to Technistone products.
7. This warranty does not cover scratches. Technistone products are scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board.
8. This warranty does not cover routine maintenance. Routine maintenance includes, but is not limited to, remedying minor conditions such as removing stains and water spots by following the techniques specified in the Technistone Manual for the Cleaning and Maintenance of Technistone Products.
9. This warranty does not cover any chemical damage.
10. This warranty does not cover any creative use of the material including bending or curving.
11. This warranty does not cover product that has been milled or reduced in thickness.
12. This warranty does not cover the installation of sinks, other plumbing fixtures, or appliances.
13. This warranty shall be null and void with respect to damage caused by securing mechanical fasteners directly into Technistone products.
14. This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of Technistone recommendations which are inadequately supported.
15. This warranty does not cover any chips or cracks that are a result of “dry” cutting or polishing.
16. This warranty does not cover chips or cracks that are a result of not following the minimum requirements for edge details.
17. This warranty does not cover mitered edges where the joint is not cut correctly.
18. This warranty does not cover the altering of any factory applied finish.
19. This warranty does not apply to products with “special” finishes (i.e., honed, brushed, antique, matt, anticato and ardesia, and slate finishes). Special finishes require more daily maintenance and may not be appropriate for high-traffic areas.
20. This warranty does not cover temporary marks that are common to special finishes such as metal marks, fingerprints, or other signs of daily living.
21. This warranty does not cover additional work, such as plumbing, electrical, tile, cabinet, or flooring work that may need to be done as a result of the repair or replacement of defective Technistone products covered under this warranty.
22. This warranty does not cover natural variations in the color, size, shape and distribution of the natural pattern of quartz or natural variations in background tone. These are inherent and

unique characteristics of the product. Color samples provided to consumers, dealers, and fabricators are only representative and not an exact replication of what will be installed.

23. This warranty does not cover spots or blemishes smaller than 3 centimeters. Such spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

Effective Date

This warranty applies to products that were installed after January 1, 2016.

Warranty Requirements and Claims Procedure

To register for this limited warranty, you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the owner, authorized dealer and Technistone certified fabricator, promptly following installation at www.technistone.com/warranty and completing the appropriate online form. By registering for this limited warranty and/or making a claim hereunder, you agree to cooperate with Technistone and its authorized agents who perform inspections and assist Technistone in fulfilling obligations under this warranty. All decisions regarding the existence of manufacturing defects or the application of this warranty shall be made by Technistone and shall be final and binding on all parties.

To request service under this warranty you must contact the company that sold you Technistone products, or contact Technistone directly at customerclaimsusa@technistone.com, within thirty (30) days of the failure of Technistone products.

Limited Warranty Not Transferable

This limited warranty is not transferable. This limited warranty is issued to the original owner of the qualifying commercial structure in which Technistone products are installed and shall be null and void upon transfer of ownership of the structure to a third party.