

Quartz Surfaces

Residential Warranty



Limited Lifetime Warranty

Crossville, Inc warrants to the owner of the original installation that Crossville Quartz Surfaces, when fabricated and installed by an authorized fabricator, shall be free of manufacturing or material defects. This warranty applies to the repair or replacement of defective Crossville Quartz Surfaces material that has been permanently installed and has remained in its original installed location. The option to repair or replace is at the sole discretion of Crossville Quartz Surfaces.

Introduction

The Residential warranty is only available to the original owner of a single-family residence in which the Crossville Quartz Surfaces material was originally installed. In the case of a newly constructed single-family residence, this warranty is only available to the “first” owner purchasing the residence and is transferable according to the procedure outlined below.

Warranty Terms & Conditions

This warranty applies to material installed.

- This warranty applies only to Crossville Quartz Surfaces material and does not apply to any other products.
- This warranty only applies to Crossville

Quartz Surfaces materials that have been permanently installed in the “interior” of a single-family residence and has not been moved from its original place of installation.

- This warranty applies only to a residence where the owner is the occupant.
- This warranty applies only to materials and/or services that have been paid in full.
- This warranty only applies to materials that have been maintained according to Crossville Quartz Surfaces Care and Maintenance Brochure, which are available at: crossvilleinc.com
- After installation you must register your warranty at crossvilleinc.com within 30 days of installation. In the event that no record of your warranty is on file, you must provide proof of purchase. Proof

of Purchase consists of a copy of your original receipt or invoice showing the name of the Owner, Dealer or Fabricator. Crossville Quartz Surfaces will honor your warranty upon presentation of proof of purchase even though no warranty registration is on file.

- You must cooperate with Crossville, Inc or its authorized agents in our efforts to perform our obligations under this warranty.
- **WARRANTY TRANSFER:** This warranty is transferable under the following conditions: The original or first owner must have initially registered the warranty with Crossville, Inc as specified above. The original or first owner must submit in writing the name, address, and phone number of the new owner. The new owner shall receive a prorated 10-year limited warranty, which is prorated from the original date of installation. Under no circumstances

shall the transferred warranty exceed 10 years from the date of original installation.

- In the event that your Crossville Quartz Surfaces material fails due to a manufacturing defect, Crossville, Inc. will, at its sole discretion repair or replace such materials. Crossville, Inc will seek to attain the best possible result, whether the material is repaired or replaced. However, exact color match is not guaranteed.
- No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make warranty decisions or promises on behalf of Crossville, Inc with respect to its products.
- To request service under this warranty please contact the company you purchased Crossville Quartz Surfaces from or contact Crossville, Inc.

Warranty Exclusions

- This warranty is for residential installation only as defined within this warranty. Products used for commercial purposes are covered by our Crossville Quartz Surface Commercial Warranty. Commercial use includes but is not limited to; rental properties, stores, offices, or any other places of business.
- All exterior installations.
- The use of Crossville Quartz Surfaces as flooring material.
- Improper use or abuse, this includes but is not limited to; mishandling of product, excessive heat, uneven exposure to weather conditions, physical or chemical abuse or improper care and maintenance.
- Impact damage
- Scratches – Crossville Quartz Surfaces are scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your routine care.
- Routine Maintenance, this includes but is not limited to; removing of surface stains or water spots. Follow the directions in the Crossville Quartz Surfaces Care and Maintenance brochure for routine maintenance.

Warranty Exclusions (continued)

Residential Limited Lifetime Warranty: Crossville, Inc. will warrant from the original date of installation Crossville Quartz Surfaces material that fails due to a manufacturing defect when fabricated and installed by a Crossville Quartz Surfaces Authorized Fabricator or Installer. This warranty only applies to the repair or replacement of material that has been permanently installed in the purchaser's residence. The option to repair or replace is at the sole discretion of Crossville, Inc..

- Fabrication that is not performed according to prescribed fabrication and installation procedures as outlined by Crossville Quartz Surfaces. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- Visible defects that are visible at the time of fabrication and that were not avoided during fabrication. Fabricators are required to perform a visual inspection of all material prior to fabrication and again prior to installation.
- Seam appearance or performance, adhesives, caulks, or other accessory items. Once installed the primary causes of seam separation or cracking are shifting or movement of the substrate, cabinets or foundation and thermal shock. Thermal shock can occur when a hot pan, dish or other hot object is left on the countertop for more than a brief time. Trivets or hot pads should always be used. These issues are not material defects and are subject to proper use and care by owner.
- Chemical damage.
- Creative material uses such as bending or curving.
- Material that has been reduced in thickness.
- Sink installations.
- Mechanical fasteners affixed directly into the material.
- Inadequate support for the installation.
- Damage caused by dry cutting or dry polishing.
- Damage caused by failure to follow the recommended minimums for edge details thereby resulting in increased exposure to chipping.
- Mitered edges or corners where the miter has not been properly cut according to the recommendations provided by Crossville Quartz Surfaces.
- Any alteration of the factory applied finish.
- Any additional modifications such as plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to repair or replace the Crossville Quartz Surfaces product covered under this warranty.
- Natural variations in color, size, shape or distribution of the pattern or the background of the Crossville Quartz Surfaces product. These characteristics are inherent and unique characteristics of the product. Color samples provided are only representative and not an exact replication of what will be installed in your facility.

Warranty Exclusions (continued)

Crossville, Inc 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, vandalism, or accidents.

Crossville, Inc shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

THE FOREGOING IS THE COMPLETE WARRANTY FOR CROSSVILLE QUARTZ SURFACES AND SUPERCEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN EXCEPT AS EXPRESSLY SET FORTH ABOVE. NO OTHER WARRANTIES ARE MADE WITH RESPECT TO CROSSVILLE QUARTZ SURFACES. CROSSVILLE, INC, 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 LIMITATION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.