Polarstone™ Quartz Surface

LIMITED 15 YEAR WARRANTY—EFFECTIVE May 1, 2015

Polarstone[™] (the "Product") that has been permanently installed and is in its originally installed location is warranted by Polarstone[™] to be free of manufacturing defects. The Product must be fabricated and installed by an authorized Polarstone[™] fabricator or installer, and used and maintained in accordance with instructions provided by Polarstone[™] in its Care and Maintenance Guide.

During the first 15 years after the date of initial installation, Polarstone™ can opt to repair or replace without charge if the product fails due to a manufacturing defect.

Although Polarstone™ shall make its best effort to repair or replace with the best possible color match to the original as possible, Polarstone™ cannot guarantee that the repair or replacement will be an exact color match to the original. You must reasonably cooperate with Polarstone™s authorized service agents and provide access to the installation site to obtain service under this limited warranty. This warranty is applicable only to the original purchaser and only when all final payments have been made on the product. This warranty is non-transferable. Any associated repair or replacement cost other than the product will be the original purchaser's responsibility.

Terms and Conditions

This warranty applies solely to Polarstone™ surfaces and does not apply to any other products including sinks, faucets or any other added appliance, as well as any other engineered stone products, manufactured or supplied by any other party, except by Polarstone™.

This warranty applies to installations of Polarstone™ surfaces that have been permanently installed in the interior of residential and commercial countertop usage, provided they have not been moved from the original, permanent installation.

This warranty does not apply to other installations of Polarstone™ including, but not limited to, installations in shower walls and moving vehicles such as, but not limited to, boats or recreational vehicles. Polarstone™ surfaces are for interior use only and this warranty does not cover products installed in any exterior application.

If after or during installation you decide that you do not like the color you selected, replacement is not covered by this warranty.

To obtain service under this limited warranty, you must contact the source from which you purchased Polarstone™.

To qualify for repair or replacement, you must provide the original sales receipt or other documentation acceptable to Polarstone[™] that demonstrates proof of purchase, showing the date of purchase and the date the installation was performed, and that such installation was performed by an authorized Polarstone[™] installer. Your proof of purchase must identify your installation as Polarstone[™].

If you represent to us that your installation is Polarstone $^{\text{\tiny{M}}}$, and our warranty service agent at the installation site determines that your installation is not Polarstone $^{\text{\tiny{M}}}$, you will be liable for and charged the standard warranty service trip charge in effect at that time, and no repair or replacement will be performed.

You must permit Polarstone^m or Polarstone^m's authorized agents to inspect the installation of the product. It is imperative that you cooperate with Polarstone^m in Polarstone^m's efforts to perform its obligations under this warranty. All decisions about defects in manufacture shall be made by Polarstone^m and communicated to appropriate parties in a timely manner. If Polarstone^m performs repair or replacement of your installation, we will seek to obtain the best possible result.

This warranty is not valid unless the product and the installation have been paid in full. This warranty does not cover seam appearance or performance, adhesives, caulk or other bonding or attached items. Thermal shock can occur when a hot pan, dish, or other receptacle or object is left on the countertop for more than a short period. Trivets or

Terms and conditions cont.

hot pads should always be used between heated cookware and Polarstone™ surfaces. These issues will not be considered manufacture defects but are subject to proper care and maintenance by the owner. This warranty does not cover the use of products that have been exposed to outside weather and climate conditions, abnormal use or conditions, or abuse. "Abnormal use or conditions" include, but are not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, excessive force or chemical abuse, or damage from improper care and maintenance. Improper care of Polarstone™ may result in etching, staining, scratching, chipping, cracking or discoloration. This warranty applies to products that have been maintained according to the Polarstone™ Care & Maintenance Guide, provided free of charge. The Care & Maintenance Guide may be obtained upon request from the authorized Polarstone™ installer, or directly from Polarstone™'s website below.

What You Should Expect From the Appearance of Your Polarstone[™]

Since Polarstone™ is made from natural quartz and pigmented resin with the intention of duplicating natural stone, variations in the color, gloss, finish, size and shape of veins and pattern, and background tone of the (quartz) product distributed are inherent and intended unique characteristics to be expected within this product. Blemishes, such as blotches or spots, are essential in the manufacturing process. In the event of visual blemishes, blotches, or a concentration of color pigments appearing larger than 25mm in diameter (size of a US quarter) within the background only (not including veins), the contracted fabricator should report it to the Polarstone™ authorized distributor prior to cutting.

Color Samples:

Samples are only for color representation and are not guaranteed to be an exact replica of the final product. Due to the randomness effect of colors that contain movement or veining, some color samples, especially smaller samples, may not capture this overall aesthetic. This does not affect the product performance in any way. Your countertop will not be replaced under this warranty due to color variations from sample(s).

Gloss:

Polarstone[™] is expected to have slightly less gloss than granite. Gloss levels can be increased by regular cleaning of the surface as directed by the Polarstone[™] Care & Maintenance Guide.

Excessive Heat:

Thermal damage may occur when a hot pan, pot, dish, or any other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used between heated cookware and Polarstone™ surfaces. Damage from excessive heat is considered improper care and maintenance by user, not a material defect, and therefore not covered under this warranty.

Chips:

Chips are caused by excessive impact. The quartz and resin are bonded together using vacuum vibro-compression. Chips or any other excessive impact damage are not covered under this warranty.

Scratches:

Polarstone[™] is extremely scratch resistant. However, scratching can occur when proper care is not used, and accordingly, scratches in your Polarstone[™] installation are not covered by this warranty. Cutting boards should always be used between cutlery and Polarstone[™] quartz surfaces as part of proper care and maintenance.

Staining:

Polarstone[™] is stain-resistant, but not stain-proof. Most stains can be removed as outlined in our Care & Maintenance Guide. Stains are not covered by this warranty. You can view our stain cleaning guidelines on our website or in our Care & Maintenance Guide for the best stain removal procedures.

Blemishes:

Some level of what could be referred to as spots or dapples are inherent in the manufacturing process. Blemishes will be considered in the background only, as Polarstone™ veined materials include many variations in the design to simulate natural stone. Blemishes in the background color only, and are larger than 25mm in diameter (size of a US quarter), are covered under this warranty if you report it within 30 days of installation. The veins in Polarstone™ quartz are unique and life-like; blemishes in these veins are not covered under this warranty. In the rare case where a foreign particle (such as a piece of rubber, metal or wood) is found in the product, then it is covered by this warranty if you report it within 30 days of installation.

General Obligations

Polarstone[™] is not responsible for damage or injury caused in whole or in part by weather or climate, job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism, or accidents.

Polarstone[™]'s obligation under this warranty is limited only to the repair or replacement of the Polarstone[™] product covered by this warranty, not including necessary labor charges needed to repair, remove or replace the product. Polarstone[™] will repair or replace material only of any area of the installation that is determined by Polarstone[™] or its warranty service agent to be defective. To the extent required, Polarstone[™] will cover the cost of the simple plumbing and electrical disconnect and reconnect charges to the extent determined necessary by Polarstone[™] or its warranty service agent, up to and not to exceed \$250.00. You will be responsible for any other costs associated with or arising from the repair or replacement. Such repairs include, but are not limited to, repairs to cabinets, backsplash, appliances, wall surfaces, paint, wallpaper, and tiles. Removal of cabinets, storage bins and food garages or backsplashes to allow access to the Polarstone[™] product for repair or replacement, as well as costs incurred to enable access to plumbing and electrical connections are not covered under this warranty.

Your original warranty will continue for the duration of the original fifteen-year period and not from the date of any repair or installation. Except as provided in this limited warranty, Polarstone™ shall not be liable in either fault or contract for any loss of direct, consequential, or incidental damages arising out of the use or inability to use the product in residential or commercial applications covered by this warranty. Polarstone™ makes no other warranty, representation, or guarantee, expressly or implied, with respect to its products, except as explicitly stated herein. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state or in Canada from province to province. This is the only warranty made by Polarstone™ for Polarstone™ quartz surfaces. No representative, dealer, sales person, or any other person is authorized to produce any warranty or promise on behalf of Polarstone™ with respect to Polarstone™ quartz surfaces. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Polarstone™ unless made in writing and signed by an authorized employee of Polarstone™.

Registration

To register your Polarstone warranty: go to www.polarstone.com/warranty and fill out the warranty form. Keep a printed copy of your completed warranty form for your records. Polarstone will keep your completed warranty in our warranty database.

Claim Procedure

To obtain service under this warranty, contact your original installer or distributor to verify if a warranty claim should be considered. Notify Polarstone[™] of the same via email at <u>warranty@polarstoneus.com</u>. Include the purported defect(s) prior to the expiration of the warranty period. The customer must furnish to Polarstone[™] the original fabricator or installer's name and current address, and proof of original purchase, purchase date, and location.

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