

STRATUS  QUARTZ™

# COMMERCIAL WARRANTY



Stratus Quartz offers an innovative collection of colors that pass stringent quality standards and controls, thus producing a beautiful and durable surface perfect for a myriad of uses.

### **LIMITED 10-YEAR WARRANTY**

Stratus Quartz provides a 10-Year Warranty to the original owners/purchasers of Stratus Quartz installed in indoor commercial projects. We warrant that the material will be free of manufacturing defects for the term of this warranty. It is the obligation of the owner to inspect the finished installed material upon receipt. Should damage occur after installation it is the responsibility of the owner. Should Stratus Quartz and/or its authorized agents verify that there is a manufacturing defect within the warranty period, Stratus Quartz will, at its sole discretion, repair or replace the defective material. Replacement is limited to the replacement of the slab(s) necessary to substitute for the defective material.

### **GENERAL TERMS**

- Stratus Quartz warrants only products that have been transported, handled, fabricated and installed according to industry standards by a professional fabricator/installer. Improper transportation, handling, fabrication or installation will void the warranty.
- This warranty applies only to products that have been permanently installed and that have not been moved or displaced since original installation. This warranty applies only to products fabricated and installed in the US or Canada.
- In order to benefit from the warranty, you need to register your product purchase within the Stratus Surfaces website, [www.StratusSurfaces.com](http://www.StratusSurfaces.com). Failure to do so within 30 days from the date of purchase will void the warranty.
- This warranty is non-transferable. This warranty is issued to the original owner of the structure in which Stratus Quartz was installed and expires upon transfer of the ownership of the structure to a third party.
- Commercial property shall consist 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 residence applications.

## EXCLUSIONS

- Product that has not been paid for in full is not subject to this warranty.
- This warranty does not cover any outdoor installations or applications
- This warranty does not cover flooring applications, areas intended for the transit of persons and/or machinery.
- This warranty does not cover wall cladding, decorative walls, wet areas, fireplace surrounds or similar.
- Finishes that have been altered, however, products with a "honed" finish are covered but may require more maintenance than other products.
- This warranty does not cover damage caused by improper shipping, handling, fabrication or installation of the material. Any deviation from industry standard fabrication and/or installation guidelines will void the warranty.
- The professional fabricator/installer is responsible to inspect the Stratus Quartz material before fabricating and/or installing the product. It is also the end-user's responsibility to inspect the finished product before permanent installation.
- This warranty does not cover products installed with known or visible manufacturing defects at the time of installation, including, but not limited to, variance or flatness deviation beyond defined tolerances and/or perceived visual imperfections.
- This warranty does not cover damage resulting from inappropriate substrate conditions (such as unstable substrate and/or improper support) at the location where the material is installed. Any damage caused by the substrate failing, shifting, moving, etc., will void the warranty.
- This warranty does not cover damage caused by insufficient or improperly designed support which causes such damage. Damage to cabinets or areas surrounding the install area caused by a fabricator or installer is not covered by this warranty.
- This warranty does not cover fabrication or installation errors or oversights.
- This warranty does not cover damage resulting from displacing or moving the material from its original installation location.
- This warranty does not cover any costs, including but not limited to, tear-out, new fabrication, installation and related costs involved in a replacement.
- All fabrication and installation must be performed by fabricators/installers approved by our dealers for the warranty to be valid.

- This warranty does not cover appearance or performance of seams.
- Improper care and maintenance methods that in any way deviate from what is expressly written in the Stratus Quartz Care and Maintenance Guide will void the warranty.
- This warranty does not cover any material that has been subject to abuse, misuse or excessive heat, as well as scratches, stains, cracks and chips resulting from such misuse or abuse. Further this warranty does not apply to damage caused by chemicals or prolonged exposure to UV rays, extreme heat or cold or thermo shock caused by sudden severe temperature changes.
- When choosing a color please refer to samples only as a general indication of a particular color's design pattern, aesthetics and hue. Samples are not guaranteed to be an exact replica of Stratus Quartz slabs and may vary from the actual installed product. Be advised that some colors contain movement or veining and due to the randomness of this effect, samples of these colors may not show this overall aesthetic.

## GENERAL LIMITATIONS

Stratus Quartz's obligation under this 10-Year Limited 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 product (for example, any plumbing, electrical, tile or wall surfacing repairs or modifications). Such other repairs and modifications shall be the responsibility of the customer.

In order to obtain service under this warranty, you must permit your Stratus Quartz fabricator and/or Stratus Quartz authorized agents to inspect the product at your residence. You must also reasonably cooperate with your fabricator and/or Stratus Quartz agents in the efforts to service this warranty.

Except to the extent expressly stated herein or otherwise required by applicable law, Stratus Quartz disclaims all warranties and representations, expressed or implied, statutory or otherwise, including without limitation, any implied or expressed warranties of non-infringement of third-party rights, satisfactory quality, merchantability or fitness for a particular purpose.

Stratus Quartz shall not be responsible or liable in either contract or tort, and whether or not Stratus Quartz has been advised of the possibility of such loss or damage, for any loss or damage, including, without limitation direct, indirect, special, consequential or incidental, arising out of the inability to use or delays in installation of/or repairs to the products manufactured by Stratus Quartz.

Stratus Quartz will not be held liable for any injury or damage caused by engineering or architectural design, structural issues, accidents, job site conditions, vandalism, or acts of God. Please check your state's laws to determine which local laws or additional rights apply to you, as this may vary from state to state.