

# Limited Lifetime Warranty



Vadara Quartz Surfaces will warrant from the original date of installation Vadara material that fails due to a manufacturing defect when fabricated and installed by a Vadara Authorized Fabricator/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 Vadara Quartz Surfaces.

## Introduction

The Residential warranty is only available to the original owner of a single family residence in which the Vadara 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 after 1/1/2016.

- This warranty applies only to Vadara Quartz Surfaces and does not apply to any other products.
- This warranty only applies to Vadara 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 Vadara Quartz Surfaces Use & Care Instructions, which are available at: [vadaraquartz.com/usecare](http://vadaraquartz.com/usecare)
- After installation you must register your warranty at (insert website address) within thirty (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. Vadara will honor your warranty upon presentation of proof of purchase even though no warranty registration is on file.
- You must cooperate with Vadara Quartz Surfaces 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 Vadara Quartz Surfaces 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 pro rated 10 year limited warranty, which is pro rated from the original date of installation. Under no circumstances shall the transferred warranty exceed ten (10) years from the date of original installation.
- In the event that your Vadara Quartz Surfaces material fails due to a manufacturing defect, Vadara Quartz Surfaces will, at its sole discretion repair or replace such materials. Vadara Quartz Surfaces will seek to

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## Warranty Terms & Conditions (continued)

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 Vadara Quartz Surfaces with respect to its products.
- To request service under this warranty please contact the company you purchased Vadara from or contact Vadara Quartz Surfaces at (866) 433-2229.

## Warranty Exclusions

- This warranty is for residential installation only as defined within this warranty. Products used for commercial purposes are covered by our Commercial Limited 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 Vadara 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 — Vadara 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 Vadara Use & Care guide for routine maintenance. Residential Limited Lifetime Warranty Vadara Quartz Surfaces will warrant from the original date of installation Vadara material that fails due to a manufacturing defect when fabricated and installed by a Vadara Authorized Fabricator/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 Vadara Quartz Surfaces.
- Fabrication that is not performed according to prescribed fabrication and installation procedures as outlined by Vadara 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 use 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 overhangs beyond the recommendations for overhangs provided by Vadara Quartz Surfaces.
- 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 be properly cut according to the recommendations provided by Vadara 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 Vadara product covered under this warranty.
- Natural variations in color, size, shape or distribution of

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## Warranty Exclusions (continued)

the pattern or the background of the Vadara product. This characteristics are inherent and unique characteristics of the product. Color samples provided to consumers are only representative and not an exact replication of what will be installed in your home.

Vadara Quartz Surfaces 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.

Vadara Quartz Surfaces 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 abovelimitations or exclusions may not apply to you.

THE FOREGOING IS THE COMPLETE WARRANTY FOR VADARA QUARTZ SURFACES AND SUPERCEDE ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN EXCEPT AS EXPRESSLY SET FORTH ABOVE. NO OTHER WARRANTIES ARE MADE WITH RESPECT TO VADARA. VADARA QUARTZ SURFACES 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.