

EXCELLENCE

INTEGRITY

SUSTAINABILITY

Warranty

ADAM Stone

Standard

GUAVA QUARTZ

BY ADAM

LETTER OF WARRANTY



Letter of Warranty

ADAM Standard

To activate your warranty, register your installation online at www.adamstone.ca within 30 days.

If your warranty is not on file, provide proof of purchase with the original receipt or invoice showing the Owner, Authorized Dealer, and ADAM Qualified Fabricator/Installer.

ADAM will honor the warranty upon receipt of these documents. You must agree to cooperate with ADAM or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

ADAM Stone Products Ltd. ("ADAM")

warrants to the owner of the original installation that ADAM Quartz surfaces, when installed in accordance with current published procedures by ADAM Quartz Qualified Fabricator/Installer, shall be free from material defects in manufacturing for a period of ten (10) years from the date of completion of the installation of the ADAM Quartz surface.

ADAM sole responsibility and

liability under this warranty shall be to repair or replace, at ADAM sole discretion, the products shown to be defective, during the warranty period. ADAM shall have no liability for any other loss, expense or damage, as a result of the installation of ADAM Quartz. Under no circumstances shall ADAM be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

This 10 Year Warranty is available only to the original owner of a single-family residence in which ADAM Quartz has been originally installed. In the case of a newly constructed single-family residence, this warranty is available to the "first" owner purchasing the residence with ADAM Quartz permanently installed and is transferable according to the terms and conditions stated below.

ADAM makes no express or implied warranty including, without limitation, the warranties of merchantability, fitness

for a particular purpose, or from any other course of dealing or trade usage regarding the product. No warranty whatsoever is made in regard to materials produced or provided by other manufacturers.

ADAM is not responsible for any other costs that could be associated with the repair or replacement of material, including but not limited to: transport, removal, disposal, fabrication, installation, repair or replacement of collateral damage.

ADAM cannot guarantee an exact color match to existing product. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by ADAM and shall be final and binding on all parties.

This warranty shall be rendered void if any repairs or alterations to the product are conducted without prior verification and authorization by ADAM.

TERMS AND CONDITIONS:

- This warranty applies only to ADAM Quartz surfacing materials that are supplied by ADAM. In no way does it apply to any other products or materials supplied by another manufacturer or supplier. Nor does it apply to any quartz products other than ADAM Quartz.
- This warranty applies only to ADAM Quartz surfacing materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation. If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.
- This warranty does not cover any residence where the owner is not the occupant.
- This warranty is transferable under the following conditions: The original or first owner must have initially registered the warranty with ADAM as specified above. The original or first owner must submit to ADAM in writing the name, address and phone number of the new owner. The new owner will receive a prorated 10-year limited warranty, which is prorated from the original date of installation. In no event will the transferred warranty exceed ten (10) years from the date of the original installation.
- This warranty does not cover materials that have not been paid for.
- This warranty only applies to materials that have been maintained according to the ADAM Quartz Care and Maintenance Guide.
- This warranty is not transferable. Under no circumstances shall this warranty exceed ten (10) years from the date of installation. This warranty is issued to the original owner of the structure in which the ADAM Quartz was installed and expires upon transfer of the ownership of the structure to a third party.
- Fabricator/Installer. Upon receipt of your original receipt or invoice showing
- To request service under this warranty, you must contact the company who sold you ADAM Quartz or contact ADAM directly at info@adamstone.ca within thirty (30) days of failure of ADAM Quartz surfacing materials.
- All decisions regarding this warranty are at the sole discretion of ADAM and will be communicated to the end user promptly.
- Laws and building safety codes

governing the design, engineering and construction of installations vary widely. ADAM assumes no responsibility or obligations with respect to the selection of products for the installation or the design, engineering and construction of the installation.

EXCLUSIONS:

- This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by ADAM. Improper fabrication and installation are the sole responsibility of the fabricator/installer.
- This warranty does not cover routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the Care and Maintenance Guide.
- This warranty does not cover products installed in outdoor applications.
- This warranty does not cover flooring applications.
- This warranty does not cover improper use or abuse.
- This warranty does not cover spots or blemishes, which are inherent in the manufacturing process, that are smaller than 20mm in diameter. Any defects that were identifiable through the visual inspection process, but were installed anyway, including but not limited to color variance, are the responsibility of the fabricator and will not be covered under this warranty.
- This warranty does not cover labour

to remove, fabricate and/or reinstall ADAM Quartz, or other similar activities necessary to complete the replacement or removal of the defective material.

- This warranty does not cover "honed" finishes or finishes that have been altered.
- This warranty does not cover seam appearance or seam performance, or mitered edges where the joint is not cut correctly.
- This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, etc that may be necessary to repair or replace the ADAM Quartz product covered under this warranty.
- This warranty does not cover damage caused by mishandling, misuse, and damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, or uses of products exposed to outside weather or climate conditions.
- This warranty does not cover use for any commercial purposes.
Commercial use includes but is not limited to, use in a store, rental properties, office or any other place of business.
- This warranty does not cover chips or

other excessive impact damage in the product.

- This warranty does not cover scratches. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
- This warranty does not cover any creative use of the material including bending or curving, or material that has been milled or reduced in thickness.
- This warranty does not cover the installation of sinks, securing mechanical fasteners directly into the material, or any other failures due to inadequate support for the installation.
- This warranty does not cover any chips or cracks that are a result of cutting or polishing or that are a result of not following the minimum requirements for edge details.
- ADAM is a supplier of materials and does not manufacture worktops or any other applications. As such, if the conditions outlined in these terms and conditions are satisfied, ADAM will provide the necessary replacement materials. However, the costs associated with fabrication and installation of the product will not be covered by ADAM.

ADAM shall not be responsible in either contract or tort for any loss of direct, consequential or incidental damages arising out of the use or the inability to use the products covered in this warranty. This is the only product warranty made by ADAM. No dealer, fabricator, distributor or any other person is authorized to make any warranty, promise or representation on behalf of ADAM.

The foregoing is the complete warranty for ADAM Quartz and supersedes all other warranties and representations, whether oral or written. Except as expressly set forth above, no other warranties are made with respect to ADAM Quartz and ADAM 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.



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