

# Commercial Limited Lifetime Warranty Product Only

*Vadara Quartz Surfaces warrants to the owner of the original installation that Vadara Quartz Surfaces, when fabricated and installed by an authorized Vadara Quartz Surfaces fabricator, shall be free of manufacturing/material defects. This warranty applies to the repair or replacement of defective Vadara 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 Vadara Quartz Surfaces.*

## Introduction

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Vadara Quartz Surfaces 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 is made whatsoever for materials produced or provided by other manufacturers.

Vadara Quartz Surfaces sole responsibility and liability under this warranty shall be to repair or to replace at its sole option the products shown to be defective during the warranty period. Vadara Quartz Surfaces shall have no liability for any loss, expense or damage as a result of the installation of Vadara material. Under no circumstances shall Vadara Quartz Surfaces 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.

The original owner must provide Vadara Quartz Surfaces with prompt notification of any alleged issue by contacting Vadara Warranty Services at (866) 433-2229. Vadara Quartz Surfaces or its authorized agents must be allowed to inspect the product and to follow our warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Vadara Quartz Surfaces and shall be final and binding on all parties. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Vadara Quartz Surfaces with respect to its quartz surfacing products.

In the event of a defect covered under this warranty, Vadara Quartz Surfaces shall have the sole discretion whether to repair or replace the Vadara Quartz Surfaces material, (not including the cost of installation and/or fabrication). Without derogating from the aforementioned, replacement of defective Vadara Quartz Surfaces material will be subject to inventory constraints. In addition, the replacement materials may not be exactly the same as the defective material.

## Warranty Terms & Conditions

This warranty applies to material installed after January 1, 2016.

- This warranty applies only to Vadara Quartz Surfaces material. This warranty does not apply to any other products.
- This warranty applies only to Vadara Quartz Surfaces materials that are permanently installed in commercial structures and that have not been moved from their original installation.
- This warranty only applies to materials and/or services that have been paid in full.
- This warranty only applies to structures and/or facilities that are occupied.
- 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)
- Following installation, you must register your product within thirty (30) days to activate your warranty. You may complete the warranty registration at: [vadaraquartz.com/warranty](http://vadaraquartz.com/warranty). In the event that no record of your warranty is on file you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner and the Vadara fabricator/installer. Upon receipt of this documentation Vadara Quartz Surfaces will fully honor the product warranty. You must cooperate with Vadara Quartz Surfaces or its authorized agents in the inspection of the material and assist us in efforts to perform our responsibilities under this warranty.
- To request service under this warranty you must contact the company who sold you the Vadara Quartz Surfaces material or contact us directly at (866) 433-2229.
- Laws and building safety regulations governing the design, engineering and construction of installations vary widely. Vadara Quartz Surfaces assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering or construction of the installation.
- 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 residential applications.

- This commercial warranty is not transferable. This warranty is issued to the original owner of the structure in which Vadara Quartz Surfaces was installed and expires upon transfer of the ownership of the structure to a third party.

## Warranty Exclusions

- This warranty is for commercial installation only as defined within this warranty. Products used for residential purposes are covered by our Residential 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.
- 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 been 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 the pattern or the background of the Vadara product. This 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.

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 above limitations 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.

**vadara**<sup>™</sup>  
QUARTZ SURFACES

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