

## Warranty Information

Phoenix Quartz warrants our surfacing material that will be free of manufacturing defects for a period of 15 years from the date of installation. If, Phoenix Quartz and any of its authorized agents or fabricators verify that there is a manufacturing defect within the warranty period, Phoenix 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 the defective material.

The following important warranty provisions need to be followed in order for the warranty to apply: Phoenix Quartz warrants only Phoenix Quartz that have been transported, handled, fabricated and installed according to our Fabrication Guide, posted on our website Products Page or on Printed Material.

Improper transportation, handling, fabrication or installation will invalidate the warranty. This warranty applies only to Phoenix Quartz products that have been permanently installed and that have not been moved or displaced since original installation..

In order to benefit from the warranty, you need to register your products purchase with Phoenix Quartz Surfaces directly or with any of its authorized dealers or agents. Customers can also register their products purchase from our website. Failure to do so within 30 days from the date of purchase, will call off the warranty. Improper care and maintenance methods that in any way deviate from what is expressly written in the Phoenix Quartz Care and Maintenance Guide will void the warranty..

Warranty is transferable and can be assigned. If this were to occur, a proof of purchase or original receipt will need to be sent to Phoenix Quartz prior to any Phoenix Quartz warranty service..

### **Exclusions.**

The warranty does not cover any material that has been subject to abuse, misuse, excessive heat as well as scratches, stains, cracks, and chips resulting from misuse and abuse..

Damage resulting from inappropriate substrate conditions (unstable substrate, improper support) at the location where the material is originally installed. Any damage caused by the substrate failing, shifting, moving, etc., will void the warranty..

Any or all outdoor installations and applications. Any or all non interior installations and applications..

Damage caused resulting from displacing or moving the material from its

original installation location..

Damage caused by improper shipping, handling, fabrication or installation of the material. Any deviation from the Fabrication Guideline, available on the Phoenix Quartz website or on authorized printed material will void the warranty. All fabrication and installation must be performed by a Phoenix Quartz certification or should be approved by fabricator /or installer for the warranty to be valid..

Improper care and maintenance of Phoenix Quartz Surfaces products shall void the warranty. Any deviation from the instructions expressly stated on the Care and Maintenance page of the Phoenix Quartz website or any Phoenix Quartz authorized printed instructions shall void the warranty..

Products that has not been paid in full..

Products where the original factory surface finish has been altered in any way..

Variation in color, particulate size and pattern and particulate dispersion that is an inherent characteristic of glass and aggregate..

Any issue that is deemed and acceptable in the industry related to aggregate dispersion, color, variation and consistency, including overall background color and pattern..

Any repair or alterations to material of other trades (electrical, plumbing, cabinetry, tile, mosaics, etc.) that is necessary in order for Phoenix Quartz Surfaces to fulfill the warranty shall work where the need arise..

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..

Seam or joint issues, including appearance and performance..

In the event that you notice small pits or fissures in the glass or seashells, there is no cause for alarm. This may occur at the time of polishing at the manufacturing facility, and is considered an inherent characteristic of the surface and not a manufacturing defect. .

Seashells may lose some gloss with time if they are exposed to acidic liquids/substances repeatedly. This is due to the natural physical characteristics of seashells (mainly composed of calcium carbonate) and is not considered a defect. .

It is due to the high pressure on the polishing heads, required to polish the extremely hard quartz particulate that is mixed with the glass particulate in your surface. It does not deteriorate over time, unless the surface is obviously abused. .

In order to revive the shine and smoothness of the shells, you shall occasionally apply a solid marble/granite neutral wax and buff it with a fine

steel wool.

### **General Limitations.**

Phoenix Quartz obligation under this limited warranty is 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 surface product (such as, for example, any plumbing, electrical, tile or wall surfacing repairs or modifications). Such other repairs and modifications shall be the responsibility of the customer. If Phoenix Quartz Surfaces determines the likelihood of failure reoccurrence to be high, Phoenix Quartz Surfaces retains the option to refund the original purchase price or offer a buy-out financial settlement for the fabricated countertop and/or installation thereof paid by the customer in full and final satisfaction of its warranty obligation hereunder..

In order to obtain service under this limited warranty, you must permit your Certification of Phoenix Quartz Fabricator or Phoenix quartz authorized agents to inspect your Phoenix Quartz product at the residence or business. You must also reasonably cooperate with your fabricator and Phoenix Quartz Surfaces agents in efforts to service this limited warranty..

Except to the extent expressly stated herein or otherwise required by applicable law, Phoenix 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, and Phoenix Quartz shall not be responsible or liable nor either contract or tort, and whether or not Phoenix 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 damages, arising out of the inability to use or delays in installation of, or repairs to the products manufactured by Phoenix Quartz ..

This is the only warranty offered by Phoenix Quartz for its products. No other than Phoenix Quartz is authorized to make any warranty or promise with respect to Phoenix Quartz Surfaces products..

Phoenix Quartz will not be held 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