

## Residential Limited Lifetime Warranty

Casabella Quartz will warrant from the original date of installation Casabella Quartz material that fails due to a manufacturing defect when fabricated and installed by a Casabella Quartz 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 Casabella Quartz.

### Introduction

The Residential warranty is only available to the original owner of a single-family residence in which the Casabella Quartz 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 07/1/2022.

- This warranty applies only to Casabella Quartz and does not apply to any other products.
- This warranty only applies to Casabella Quartz 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 Casabella Quartz Use and Care Instructions.
- After installation you must register your warranty at [www.casabellaquartz.com/warranty](http://www.casabellaquartz.com/warranty) within thirty (30) days of installation. If 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. Casabella Quartz will honor your warranty upon presentation of proof of purchase even though no warranty registration is on file.

- You must cooperate with Casabella Quartz 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 Casabella Quartz 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 prorated 10-year limited warranty, which is prorated from the original date of installation. Under no circumstances shall the transferred warranty exceed ten (10) years from the date of original installation.
- If your Casabella Quartz material fails due to a manufacturing defect, Casabella Quartz will, at its sole discretion repair or replace such materials. Casabella Quartz will seek to 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 Casabella Quartz with respect to its products.
- To request service under this warranty please contact the company you purchased Casabella Quartz from or contact Casabella Quartz at (847) 979-2500.

## 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 Casabella Quartz 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 — Casabella Quartz 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 Casabella Quartz Use & Care guide for routine maintenance. Residential Limited Lifetime Warranty Casabella Quartz will warrant from the original date of installation Casabella Quartz material that fails due to a manufacturing defect when fabricated and installed by a Casabella Quartz 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 Casabella Quartz.
- Fabrication that is not performed according to pre-scribed fabrication and installation procedures as outlined by Casabella Quartz Quartz Surfaces. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- Visible defects 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 Casabella Quartz.
- 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 Casabella Quartz.
- 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 Casabella Quartz product covered under this warranty.
- Natural variations in color, size, shape or distribution of the pattern or the background of the Casabella Quartz product. These 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.

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Casabella Quartz 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.

Casabella Quartz 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 CASABELLA QUARTZ 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 CASABELLA QUARTZ. CASABELLA QUARTZ 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.

## Commercial Limited Lifetime Warranty

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

### Introduction

Casabella Quartz 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.

Casabella Quartz sole responsibility and liability under this warranty shall be to repair or to replace at its sole option for the products shown to be defective during the warranty period. Casabella Quartz shall have no liability for any loss, expense, or damage as a result of the installation of Casabella Quartz material. Under no circumstances shall Casabella Quartz 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 Casabella Quartz with prompt notification of any alleged issue by contacting Casabella Quartz Customer Service at (847) 979-2500. Casabella Quartz 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 Casabella Quartz 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 Casabella Quartz with respect to its quartz surfacing products.

In the event of a defect covered under this warranty, Casabella Quartz shall have the sole discretion whether to repair or replace the Casabella Quartz material, (not including the cost of installation and/or fabrication). Without derogating from aforementioned, the replacement of defective Casabella Quartz 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 07/1/2022.

- This warranty applies only to Casabella Quartz material and does not apply to any other products.
- This warranty applies only to Casabella Quartz 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 Casabella Quartz Use and Care Instructions.
- After installation you must register your warranty at [www.casabellaquartz.com/warranty](http://www.casabellaquartz.com/warranty) within thirty (30) days of installation. If 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. Casabella Quartz will honor your warranty upon presentation of proof of purchase even though no warranty registration is on file.
- You must cooperate with Casabella Quartz 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 Casabella Quartz material or contact us directly at (847) 979-2500.
- Laws and building safety regulations governing the design, engineering and construction of installations vary widely. Casabella Quartz 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 Casabella Quartz 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.
- 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.
- The use of Casabella Quartz as flooring material.
- Impact damage

- Scratches — Casabella Quartz 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 Casabella Quartz Use & Care guide for routine maintenance.
- Fabrication that is not performed according to prescribed fabrication and installation procedures as outlined by Casabella Quartz 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 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 Casabella Quartz.
- 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 Casabella Quartz product covered under this warranty.
- Natural variations in color, size, shape or distribution of the pattern or the background of the Casabella Quartz product. These 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.

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Casabella Quartz 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.

Casabella Quartz 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 CASABELLA QUARTZ 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 CASABELLA QUARTZ. CASABELLA QUARTZ 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.