

VIATERA Quartz Surface Limited Warranty

VIATERA Residential / Commercial 15-Year Limited Warranty

LX Hausys offers a 15-year limited warranty on VIATERA Quartz Surface, warranting that the material will be free of manufacturing defects. This warranty covers product defects for a period of fifteen years after the date of installation. If it is determined by LX Hausys or its authorized warranty service agent that a defect in the material exists within the fifteen year period, LX Hausys will, at its sole option, repair or replace the defective VIATERA materials in accordance with the following warranty provisions and exclusions.

This warranty applies to VIATERA Quartz Surface products installed after February 20, 2009.

Warranty is applicable to all products and/or service sold in North America by LX Hausys America and LX Hausys Canada.

Terms and Conditions

- The 15-year limited warranty applies to VIATERA Quartz Surface materials only.
- The 15-year limited warranty applies to VIATERA Quartz Surface materials that have been fabricated and installed in accordance with the Fabrication Guide Book for transportation, storage, handling, fabrication, and installation. Improper fabrication or installation is the responsibility of the fabricator/installer.
- This warranty applies to VIATERA Quartz Surface materials that have been properly maintained in accordance with the Care & Maintenance Guidelines available at: http://www.lxhausysusa.com.
- This warranty applies to VIATERA Quartz Surface materials that have been permanently installed in an interior application and have not been moved from the original location.

Exclusions

This warranty shall not apply to:

- Products and/or materials that have not been paid in full.
- Issues or occurrences that are inherent characteristics of Quartz Surface, regardless of whether viewed as a defect by the purchaser.
- Damage caused by faulty or improper fabrication and installation, including but not limited to, seams, seam performance, and caulking.
- Damage caused by any instability or improper support occurring in the property in which the product has been installed, including but not limited to, shifting, settling, or movement of the substrate.
- Damage caused to any materials that have been moved, removed or relocated from its original place of installation.
- Damage caused by any form of abuse, exposure to excessive heat, accidents, or misuse, including but not limited to, scratches, stains, chips, or cracks.
- Products in which the factory applied surface finish has been altered in any way, and/or damage caused by chemicals.
- Products installed with known or visible manufacturing defects at time of installation.

- Color variance or variations in color, shape, size, or distribution of particulates inherent in the natural quartz or natural variations in background color or pattern.
- Other repairs and modifications, including but not limited to, plumbing, electrical, tile, and cabinets that may need to be performed to properly repair or replace the VIATERA Quartz Surface materials.
- All outdoor or non-interior applications, regardless of coverage or exposure to the elements.

LX Hausys is not responsible for damage or injury caused in whole or part by act of God, job site conditions, exterior installations, architectural or engineering design, structural movement, acts of vandalism, or accidents.

This warranty is extended to the original purchaser and may be transferred or assigned. A purchase receipt or other proof of date of original purchase will be required before warranty service is rendered. If transferred, a new warranty registration must be submitted with proof of the original purchase. The new warranty registration will be valid for the remaining time since the original purchase.

No other express or implied warranties of merchantability or fitness for a particular purpose are made by this warranty except for those expressly provided herein. Under no circumstances shall LX Hausys be liable for any loss or damage arising from the purchase, use or inability to use this product, or for any special, indirect, incidental or consequential damages. In no case will LX Hausys be liable for labor to remove and/or reinstall VIATERA, or other similar activities necessary to complete the replacement or removal of the defective material.

This warranty entitles the purchaser to specific legal rights. Other rights may also be available, which may vary from state to state. Some states do not permit the exclusion or limitation of implied warranties or of incidental or consequential damages, so the above limitation or exclusion may not apply to you. To know what your legal rights are, consult your local or state consumer affairs office or your state's Attorney General.

To obtain service under this limited 15-year warranty, please contact the source from which you purchased your VIATERA product.

Please provide the following items:

- Proof of purchase listing the product(s) and installation date
- Homeowner's name, address, e-mail and phone number
- A description of the issue or concern
- Pictures of the issue including overview and close-up shots
- Name and contact information of the fabrication/installation company

You must permit your Certified Installer or LX Hausys authorized agent to inspect your VIATERA product, and you must reasonably cooperate with your installer and LX Hausys agent in the efforts to provide service in conjunction with this limited 15-year warranty. If the problem is not handled to your satisfaction, please contact our representatives directly by email:

> LX Hausys America, Inc. 3480 Preston Ridge Rd. STE 350 Alpharetta, GA 30005 **warranty@lxhausys.com** www.lxhausys.com/us

Please include "VIATERA, 15-year limited warranty" in all correspondences.