RESIDENTIAL LIFETIME WARRANTY

Minnstone



Linnstone warrants to repair or replace its material that fails due to any manufacturing defect when fabricated and installed by a Certified Fabricator from the original date of installation. This warranty applies exclusively to the repair or replacement of failed material that has been permanently installed in your residence. The option to repair or replace the material is at the sole discretion of linnstone. The cost of installation and/or fabrication is NOT covered under this warranty.

This Residential Lifetime Warranty is available only to the ORIGINAL OWNER of a single-family residence in which linnstone quartz surfaces have 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 linnstone quartz surfaces permanently installed.

This warranty is published officially at www.linnstone.com. Linnstone might update the warranty clause at its sole discretion at any time. But the specific version of the warranty published on the original date of installation is binding upon you and linnstone.

TERMS AND CONDITIONS:

- **1.** This warranty applies only to linnstone quartz surfaces and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party.
- **2.** This warranty applies only to linnstone quartz surfaces that have been permanently installed in the interior of single-family residences and have not been moved or altered from their original installation. If after or during installation you decide that you do not like the color or finish you selected, that subjective decision is not covered under this warranty.
- 3. This warranty does not cover materials and/or services that have not been paid in full.
- **4.** This warranty applies only to materials that have been maintained according to the Linnstone Quartz Surfaces Care & Maintenance guidelines. The Care & Maintenance guidelines are available at www.linnstone.com.
- **5.** To request service under this warranty, you must contact the company who sold you linnstone quartz surfaces or contact linnstone directly within thirty (30) days once the failure of linnstone quartz surfaces occurs.
- **6.** Following installation, you must register your product within thirty (30) days to activate your warranty at www.linnstone.com. If 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, authorized dealer, and linnstone certified fabricator. Upon receipt of your original receipt or invoice above, linnstone will fully honor this warranty even though no register is on file. You must agree to cooperate with linnstone or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.
- **7.** If linnstone quartz surfaces fail due to a manufacturing defect, linnstone will, at its sole discretion, repair or replace such materials. Linnstone will seek to obtain the best possible result, whether we decide to repair or replace your product. However, an exact color match is never guaranteed.
- **8.** All decisions regarding this warranty are at the sole discretion of linnstone 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 linnstone.
- **9.** This warranty expires upon transferring the ownership of the property to subsequent parties. This warranty is not transferable and does not cover claims made by subsequent owners of your home.

EXCLUSIONS:

- **1.** 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.
- **2.** This warranty does not cover products installed in any outdoor places.
- **3.** This warranty does not cover products used as flooring material.
- **4.** This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, and damage from improper care and maintenance. Do not use cleanings products including oven cleaner, paint remover, or any other similar products, as they may undermine the surface.
- 5. This warranty does not cover chips or other excessive impact damage to the product.
- **6.** This warranty does not cover scratches. Linnstone quartz surfaces are a very hard material and highly scratch resistant but not scratch-proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
- **7.** This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Linnstone Quartz Surfaces Online Care & Maintenance Guidelines at www.linnstone.com.
- **8.** This warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by linnstone. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- **9.** This warranty does not cover any defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials before fabrication and again before installation.
- **10.** This warranty does not cover seam appearance or seam performance, adhesives, caulk, or other accessory items. Once the product is installed, the main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish, or other receptacle or object is left on the countertop for even a

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brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.

- 11. This warranty does not cover any chemical damage.
- 12. This warranty does not cover any abnormal use of the material including bending or curving.
- 13. This warranty does not cover material that has been milled or reduced in thickness.
- **14.** This warranty does not cover the installation of sinks, other plumbing fixtures, or appliances.
- 15. This warranty does not cover securing mechanical fasteners directly into the material.
- **16.** This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs over recommended support guidelines provided by linnstone or an unsupported base.
- **17.** This warranty does not cover any chips or cracks that are a result of "dry" cutting or polishing and/or not following the minimum requirements for edge details.
- 18. This warranty does not cover mitered edges where the joint is not cut correctly.
- **19.** This warranty does not cover the alteration of any linnstone factory-applied finish. Only colors listed as available in our brochure, sample book, or on our website as "honed" are eligible under this warranty. Any issues arising from the practice of "in-shop" honing are the sole responsibility of the fabricator.
- **20.** This warranty does not cover temporary marks that are common to honed finishes such as metal marks, fingerprints, or other signs of daily living. A signed "Special Care Considerations for Linnstone Quartz Surfaces Textured Finishes" form is required to be submitted to linnstone or its authorized representatives to receive coverage under this warranty. This form must be signed by the end-user /owner of the finished installation.
- **21.** This warranty does not cover additional modifications or supplemental repairs such as structural changes, plumbing, electrical installation, tile, cabinets, flooring, etc. that may be necessary to repair or replace the linnstone quartz surfaces covered under this warranty. The supply of these materials and labor costs shall be the responsibility of the customer.

- **22.** This warranty does not cover natural variations in the color, size, shape, and distribution of the pattern of the natural quartz or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to consumers, dealers, and fabricators are for reference only and not an exact replication of what will be installed in your home. We advise customers to check the actual slabs to make sure the right colors are received.
- **23.** This warranty does not cover what is referred to as spots or blemishes smaller than 10 mm. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.
- **24.** Linnstone quartz surfaces might contain important product information on the back of each slab. Removing this product information will void the warranty.
- **25.** Linnstone is not responsible for damage or injury caused in whole or in part by force majeure, job site conditions, and architectural/engineering design or changes, structural movement/degradation, acts of vandalism, or accidents.
- **26.** Linnstone 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.
- **27.** This warranty applies only to the purchases of the slab and does not apply to pre-fabricated countertops. Inspect thoroughly the pre-fabricated countertops before fabrication is the sole responsibility of the purchaser. After pre-fabricated countertops have been installed, linnstone will not acknowledge any claim.

THE FOREGOING IS THE COMPLETE WARRANTY FOR LINNSTONE AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE CONCERNING LINNSTONE BY WORDS OR CONDUCT.

LINNSTONE 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 LOCATIONS OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM DIFFERENT LOCATION.

THIS WARRANTY CONSTITUTES A PART OF THE SALES CONTRACTS YOU SIGNED.

NOTE: THE "LINNSTONE" AND "LINNSTONE" LOGOS ARE REGISTERED TRADEMARKS OF TRIPLE LINTERNATIONAL LLC OR ITS AFFILIATES.