

RESIDENTIAL LIFETIME WARRANTY CERTIFICATE

July 1, 2020

Lucent Quartz® - Residential Lifetime Warranty

Lucent Quartz® of 434 North Rivermede Road, Concord, ON, will warrant from the original date of installation, material that fails due to any manufacturing defect when fabricated and installed by a Lucent Quartz® -authorized fabricator. This warranty applies to the repair or replacement of failed material that has been permanently installed in the interior of your residence. The option to repair or replace the material is at the sole discretion of Lucent Quartz®. To request service under this warranty you must contact the company that sold you the Lucent Quartz® surfacing materials within thirty (30) days of the failure of such materials.

This Residential Lifetime Warranty is available only to the original owner of a single-family residence in which Lucent Quartz® surfacing materials have been originally installed.

Terms and Conditions

1. This warranty applies only to Lucent Quartz® surfacing materials and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except Lucent Quartz®.
2. This warranty applies only to Lucent Quartz® surfacing materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation. If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.
3. This warranty does not apply to any residence where the owner is not the occupant. See Commercial warranty for more information. This warranty does not apply to materials and/or services that have not been paid in full.
4. When requesting service under this warranty you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the owner.
6. You must agree to cooperate with Lucent Quartz® or its authorized agents in the inspection of the material and assist us in efforts to perform our obligations under this warranty.
7. In the event that Lucent Quartz® surfacing materials fail due to a manufacturing defect, Lucent Quartz® will, at its sole discretion, repair or replace such materials. Lucent Quartz® will seek to obtain the best possible result, whether we decide to repair or replace your installation. However, exact color match is never guaranteed.
8. All decisions regarding this warranty are at the sole discretion of Lucent Quartz®. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Lucent Quartz® with respect to Lucent Quartz® surfacing materials.
9. This warranty does not apply when the Lucent Quartz is used for fireplace and surrounds. As per Care & Maintenance Guide, Lucent Quartz does NOT recommend quartz to be used near a direct heat source such as either wood burning or gas fireplaces.
10. This warranty does not apply on stain mark on surfaces due to lack of daily maintenance taken by home owners. In situations where a service call was made for daily stain marks which can be removed, a fee will be charged to the requestor of the service call.

Exclusions:

This warranty does NOT cover:

- I. Products installed in any outdoor application, improper used such as flooring and other creative use of material such as bending or curving.
- II. 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.
- III. Labor to remove, fabricate and/or reinstall Lucent Quartz, or other similar activities necessary to complete the replacement or removal of the defective material.
- IV. Chips or other excessive impact damage in the product.
- V. This warranty does not cover scratches. Lucent Quartz is a very hard material and highly scratch resistance but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
- VI. 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 Lucent Quartz online Care & Maintenance Guidelines at www.lucentquartz.ca.
- VII. Additional cost to remove, fabricate and/or reinstall Lucent Quartz, labor or other similar activities necessary to complete the replacement or removal of the defective material.
- VIII. Failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by Lucent Quartz. Improper fabrication and/or installation are the sole responsibility of the fabricator and/or installer. If you have complaints of this kind, please contact the fabricator/installer who you engaged to perform the work.
- IX. 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 prior to fabrication and again prior to installation.
- X. Seam appearance or seam performance, adhesives, caulk, or other accessory items. Once the product is installed, the two 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 more than a 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.
- XI. Any chemical damage
- XII. Material that has been milled or reduced in thickness.
- XIII. Damage caused by appliances or additional products brought into contact with Lucent Quartz products; and damage caused by installation of ancillary products such as sinks, sink brackets, cabinets, water bars, cook tops, and dishwashers.
- XIV. Lucent Quartz will not cover any damages, costs, or expenses caused to appliances, additional products brought into contact with Lucent Quartz products and/or ancillary products as a result of installing, amending, or replacing Lucent Quartz products.
- XV. Securing mechanical fasteners directly into the material.
- XVI. Any chips or cracks that are a result of "dry" cutting or polishing.
- XVII. Chips or cracks that are a result of not following the minim requirements for edge details.
- XVIII. Mitered edges where the joint is not cut correctly.
- XIX. Cracks that appear due to lack of reinforcement of inside corners and/or improper support during installations.
- XX. The altering of any factory applied finish. Any issues arising from the practice of "in-shop" honing are the sole responsibility of the fabricator.
- XXI. Temporary marks that are common to honed finishes, such as metal marks, fingerprints, or other signs of daily living. This includes, but is not limited to, marks that are common to finishes other than Polished finishes. Finishes other than Polished, such as honed, leathered are more susceptible to showing everyday marks and spills, and therefore may require more routine cleaning.
- XXII. Additional modifications such as plumbing, electrical tile, cabinets, flooring, etc. that may be necessary to repair or replace the Lucent Quartz product covered under this warranty.
- XXIII. Natural variations in 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 only representative and are not an exact replication of what will be installed in your home.
- XXIV. Small irregular "spots" or "blemishes" relative to the matrix of the colour. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.
- XXV. Lucent Quartz is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.