

## GRANITE AND QUARTZ COUNTERTOP WARRANTY

## **TEN (10) YEAR LIMITED MATERIAL WARRANTY:**

CRS Granite Ltd. (the "Company") warrants its Granite or Quartz countertop products sold hereunder for residential use to be free from defects in material and manufacturers defects for a period of TEN (10) years from the date of installation; that the Company will at its option repair or replace, without charge, such product if it is found to be defective in the material or workmanship, provided the Company is given an opportunity to make an onsite investigation inspection of any asserted defect within TWENTY (20) days of discovery. The repair or replacement of any products sold under this limited warranty shall not extend the terms of the warranty beyond the original term as set forth above. All repairs that qualify under the limited warranty must be performed by the Company or its designated authorized service agent. This includes reasonable labour charge needed to repair or replace the products covered hereunder. You will be responsible for any other costs associated with or arising out of the repair or replacement. Should the Company elect to replace your countertop installation, your warranty will continue from the original date of installation and not from the date of repair or replacement. The warranty does not cover damage caused by physical, chemical or other abuse, normal wear and tear, and acts of nature, cracks, scratches or chips.

This warranty does not cover use of products for "commercial" uses, uses of products exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way. "Commercial use" includes, but is not limited to, use in a store, office or other place of business. "Abnormal use or conditions" includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, and damage from ordinary wear and tear or improper care and maintenance. Improper care of Natural Granite Countertops may result in staining, scratches or chips. In addition, this warranty will not cover damage from vandalism, use of improper cleaning solutions or damage from the dropping of heavy objects on the countertop.

This warranty applies only to Natural Granite and Quartz Countertops fabricated and installed by CRS Granite Ltd.

This warranty applies to installations of Natural Granite and Quartz Countertops that have been permanently installed in residential residences for countertop usage and that have not been moved from the original, permanent installation. This warranty does not apply to any other installations of granite or quartz.

This limited warranty applies to countertops that is put into residential or commercial use and maintained in the manner recommended by the Company in its publications. A copy may be obtained, free of charge, from your installer or by writing directly to the Company.

## **LIMITATIONS OF THIS WARRANTY:**

- 1. Granite is a natural material with naturally occurring variations in colour, tone, granularity, patterns, polishing irregularities, water lines, pores, surface pits, blemishes, deposits, inclusions, veins and fissures. These variations are expected and are the source of the stones natural beauty. None of these characteristics are covered under this warranty.
- 2. If during or after installation, you decide that you do not approve of the material you selected or the natural colour variations and veining of your installation, replacement is not covered by this warranty.
- 3. This limited warranty does not cover any damage due to abuse, misuse, neglect, mishandling, job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism, or accidents, acts of god or nature, improper care or use causing cracks, staining, scratching are not warrantable.
- 4. This warranty covers seam performance but not the appearance of the seam. Seam failure due to settling or structural issues unrelated to the countertop installation, are not covered under warranty.
- 5. It does not cover damage due to connecting products such as faucets, sinks, cabinets, existing counter tops, cook tops, appliances, flooring, walls, etc.
- 6. "Pooling" in Quartz (approximately 1 square inch deposits) is not warranted.
- 7. Quartz: Colour variances, thermal shock, chemical abuse, impact damage, seam performance or damage due too weather conditions or UV rays.
- 8. This warranty does not cover products or services that have not been paid for in full.
- 9. Physical abuse or breakage (complete separation), not as a result of a defect in the manufacturing of the material.
- 10. Failure of any adhesive, caulk or other finishing or maintenance accessories, or failure of any caulked or filled joint or seam, after the first year.
- 11. The product resists, staining, scratching and heat, however, damage arising from these conditions is excluded from this warranty.
- 12. Failure to maintain the product in accordance with CARE GUIDE.

For coverage under this warranty, attach your original contact to this warranty form. The warranty registration number is the contract number assigned by the Company. To obtain service under this warranty, write to the Company from whom you purchased the product and include a copy of the original contract. The Company's obligation hereunder is limited solely to the repair or replacement of the piece, including necessary labour charges of the counter tops purchased hereunder. No implied or express warranty or merchantability of fitness for a particular purpose is granted by the warranty, except as expressly stated herein. Except as provided herein, the Company shall not be liable in either tort or contract for any loss or direct, indirect, consequential, incidental or punitive damages or any damages other than the repair or replacement of the piece that is found to be defective by the Company during the warranty period arising out of the use or inability to use Thin-Stone residential or commercial products hereunder.

This warranty gives the purchaser specific legal rights: other rights may also be available which may vary from province to province. Except as provided in this limited warranty, CRS Granite Ltd. shall not be liable in either tort or contract for any loss of direct, consequential or incidental damages arising out of the use or inability to use the product in residential applications covered by this warranty, and makes no other warranty, representation or guarantee, express or implied, with respect to its products, except as expressly stated herein.

This warranty accrues to the original purchaser of the product only and is transferable only if inspected by a Company Certified Fabricator within 20 days of transfer of ownership; an inspection fee, plus travel charges at the published rate will apply.

To obtain service under this limited warranty, you must contact CRS Granite Ltd. by phone at 905-648-7997, or via e-mail at service@crsremodeling.ca. To qualify for repair or replacement, you must provide the original sales receipt clearly showing both the date of purchase and the date the installation was performed. You must permit an authorized agent of the Company to inspect the installation of the product, and agree to cooperate with the Company's agent in its efforts to perform its obligations under this warranty. All decisions about defects in the fabrication or installation shall be made by the Company, not the agent, and communicated, in writing, to you in a reasonable period of time once the cause has been determined by the Company. Whether the Company performs repair or replacement of your installation, we will seek to obtain the best possible result. Since Granite and Quartz slabs are unique, an exact colour match to the original countertop installed cannot be guaranteed.

All warranty claims must be approved by the Company prior to dispatching, in order to determine the correct level of expertise and to allocate sufficient time to deliver effective service. Any work not otherwise covered by warranty or resulting in repeat visits will be billable at the current rate, plus travel and applicable taxes, as published by the Company.

Any service under warranty shall be performed during normal business hours, and is considered chargeable at the current published rate, unless warrantable as determined by the Company.

Service visits are coordinate between the hours are 10am to 4pm, Monday to Friday. After hours or weekend appointments are available, however, a dispatch fee of \$80, plus travel and applicable taxes will be applied.

Any questions under this warranty should be addressed by the Company.