



## **uQuartz 15-year Warranty – Universal Granite & Marble**

Universal Granite & Marble – 3555 S. Normal Ave., Chicago, IL 60609

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This warranty applies to uQuartz surface products (“Products”).

Our Promise: We promise to you that uQuartz is of the utmost durability and practicality. In the unlikely event of a defect arising from the manufacture of the Products, in addition to your rights under the USA Consumer Law, Universal Granite & Marble will do its utmost to provide a fair and reasonable outcome to all customers covered by the uQuartz Warranty.

### **Product Appearance, Care and Specifications**

The Products are manufactured from natural materials. Each slab is unique and will contain variations in shading, reflectivity, and the distribution and appearance of quartz.

These variations are naturally occurring characteristics of the material. The appearance of each slab will also vary depending upon lighting conditions, placement, and viewing angle.

The Products are manufactured to a thickness tolerance of +/- 1.5mm, with bowing of not more than 2mm over the length or width of the product when properly installed and supported.

The cleaning and care requirements of each Product will vary depending upon its type, color and finish.

### **Warranty**

**1.** In addition to your rights under the USA Consumer Law, Universal Granite & Marble offers an additional warranty

(“uQuartz Warranty”).

**2.** Universal Granite & Marble warrants that if the Product is defective as a result of the manufacture of the Product and:

**a.** The Product was purchased from Universal Granite & Marble or one of its authorized resellers; and

**b.** You have paid for the Product in full; and

**c.** The Product has remained installed at the same location at which it was first installed; and

**d.** The Product has been installed, maintained, used and protected in the manner recommended by Universal Granite & Marble at the time of purchase of the Product; and

(see clause 9 below); then Universal Granite & Marble will, at its sole discretion either:

**f.** Repair the Product;

**g.** Replace the Product with a new Product from the same range as that being replaced, or if that range is no longer available then a reasonably similar range; or

**h.** Refund you the price you paid for the Product.

**3.** The uQuartz Warranty is provided for a period of 15 years, in the case of uQuartz surfaces, from the date of original purchase of the Product from Universal Granite & Marble or from its authorized reseller (as the case may be).

**4.** The uQuartz Warranty is not transferable or assignable and is given only to the first user of the Product following its sale by Universal Granite & Marble or its authorized reseller.

#### **What the uQuartz Warranty does not cover**

**5.** The uQuartz Warranty does not cover defects, or any damage, arising out of anything done to the Product after its manufacture, including:

**a.** The installation of the Product or any accessories upon the Product;

**b.** The bending or curving of the Product as part of its installation;

**c.** Laminations applied to the Product;

**d.** The milling of the Product, including the milling of grooves or drainage channels;

- e. The use of adhesives (including ridged adhesives), caulking materials, or mechanical fasteners upon the Product;
- f. The performance or appearance of a joint;
- g. The prolonged exposure of sunlight to the Product;
- h. Wear and tear on the Product, the exposure of the Product to heat, improper use or abuse, excessive force or abrasive or corrosive substances.

**6.** The uQuartz Warranty does not cover stains, cracks, chips, or scratches unless they were caused by a defect in the Product.

**a.** A crack is not a defect if it (amongst other things): i. is caused by excessive weight being applied to the surface (such as someone standing or sitting on the Product);

**b.** A chip or a scratch is not a defect if it is caused by external force, unless Universal Granite & Marble considers the force to be negligible.

#### **Limited 15-year Warranty**

- ii. is caused by thermal shock such as placing a hot saucepan, iron or any other hot object, directly on the Product;
- iii. is caused by inadequate support being used under the Product;
- iv. is caused by the supports used under the Product moving or shifting;
- v. emanates from a cut-out section of the Product (such as a cut out area for a sink or hotplate) (cracks of this type are caused by the cut-out; they are not a defect in the Product).

**7.** The uQuartz Warranty is limited to the repair, replacement or refunding of the Product. If the Product is replaced, the uQuartz Warranty does not cover costs incurred and relating to installation, milling, joining, fitting or bending or laminating the Product. The uQuartz Warranty does not cover any other losses arising out of a defect in the Product.

#### **When the uQuartz Warranty does not apply**

**8.** The uQuartz Warranty does not apply if the Product is:

- a. Used as flooring;

- b.** Used in any outdoor application where it is exposed to weathering or ultraviolet radiation;
- c.** Used in or around swimming pools, spas, or any other place where it may be exposed to chlorinated water;
- d.** Used adjacent to any type of fireplace;
- e.** Improperly installed;
- f.** Installed by a person who is not professionally qualified to install the Product, or who is not licensed to perform the installation work under the law applicable to the place of the installation.

### **Statutory Guarantees**

**9.** Our goods come with guarantees that cannot be excluded under the USA Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

**10.** Some State, Territory and Federal legislation imply warranties, guarantees or conditions or impose liability on Universal Granite & Marble in relation to the Product or its supply which cannot, or can only to a limited extent, be excluded, restricted or modified. Except for those warranties, guarantees or conditions and such liability (which for the avoidance of doubt includes those warranties, guarantees, conditions and liabilities that cannot be excluded under the USA Consumer Law), and for the warranty described above:

**a.** All warranties, guarantees, and conditions (whether express or implied, statutory or otherwise) relating to the Products or supply are expressly excluded; and

**b.** Universal Granite & Marble will not be liable for any loss or damage suffered by any person (including the purchaser of the Products in any way relating to or arising from the Products or its use (including loss or damage arising from the negligence of, or contributed to by uQuartz)).

**11.** If liability for breach by Universal Granite & Marble of a warranty, guarantee or condition or any other liability imposed on Universal Granite & Marble by legislation which cannot be excluded may be limited, Universal Granite & Marble's liability is limited to the extent permitted by law, and if liability may be limited in any one of several ways, Universal Granite & Marble's liability is limited in any one of the permitted ways chosen by Universal Granite & Marble in its absolute discretion.

### Obtaining a uQuartz Warranty Certificate

**12.** For material to be eligible for the uQuartz Warranty, the fabricator/purchaser must obtain a signed uQuartz Warranty Certificate from the Universal Granite & Marble location where the material was purchased. The certificate must be issued within 60 days of the purchase of the product, otherwise the warranty is void.

### How to Make a Claim

**13.** To file a claim under this warranty, you must:

**a.** Submit your claim in writing, and post it to UGM at the following address:

**Universal Granite & Marble - uQuartz Warranty Claim**

**3555 S. Normal Ave., Chicago, IL 60609**

**b.** Submit/mail your claim within a reasonable period after the defect would have become apparent to a reasonable person;

**c.** Include with your claim the following details:

- i. The date on which the product was installed.
- ii. The name of the fabricator / company that installed the product.
- iii. The color and finish of the product.
- iv. A description of the alleged defect.

**14.** Within a reasonable period of receiving notice of your claim under the uQuartz Warranty, Universal Granite & Marble will contact you to:

- a.** Arrange to inspect the Product;
- b.** Request further information or evidence in respect of the alleged defect in the Product; or
- c.** Accept or reject your claim.

**15.** If you refuse to allow Universal Granite & Marble to inspect the Product, or unreasonably refuse to provide Universal Granite & Marble with the further information it has requested, the warranty is void.