

RESIDENTIAL WARRANTY

SM Quartz® quartz surface (the "Product") that has been permanently installed and is in its originally installed Residential location is warranted by SM Quartz® to be free of manufacturing defects. The product must be fabricated and installed by a qualified fabricator or installer. The product should be used and maintained in accordance with instructions provided by SM Quartz® in the "SM Quartz® quartz surface Product Care and Maintenance" document.

During the first 25 years after the date of initial installation, SM Quartz® quartz surface can opt to repair or replace without charge if the product fails due to a manufacturing defect.

SM Quartz® shall make its best effort to repair or replace with the best possible colour match to the original as possible. SM Quartz® cannot guarantee that the repair or replacement will be an exact colour match to the original due to the natural minerals and ingredients used in the manufacture of SM Quartz® quartz surface.

This warranty is applicable only to the original purchaser and only when all final payments have been made on the product. This warranty is non-transferable. Any associated repair or replacement cost other than the product will be the original purchaser's responsibility.

Terms and Conditions

This warranty applies solely to SM Quartz® quartz surface and does not apply to any other products including sinks, taps or any other added appliance, as well as any other surfacing material (for example ceramic tile or solid surface), other engineered stone products manufactured or supplied by any other party except by SM Quartz®. This warranty does not apply to other installations of SM Quartz® quartz surface including, but not limited to installations in shower walls and moving vehicles such as, but not limited to, boats or recreational vehicles.

This warranty applies to installations of SM Quartz® quartz surface that have been permanently installed in the interior of residential applications, provided they have not been moved from the original, permanent installation. SM Quartz® quartz surface is for interior use only and this warranty does not cover products installed in any exterior application.

If during or after installation you decide that you do not like the SM Quartz® quartz surface colour you selected, replacement is not covered by this warranty.

To obtain service under this limited warranty, you must contact the source from whom you purchased SM Quartz® quartz surface. This step will allow your fabricator or installer the opportunity to correct any issues not covered by the SM Quartz® quartz surface warranty.

If you represent to us that your installation is SM Quartz® quartz surface, and our warranty service agent at the installation site determines that your installation is not SM Quartz® quartz surface, you will be liable for and charged the standard warranty service trip charge in effect at that time, and no repair or replacement will be performed.

You must permit SM Quartz® or their authorized agents to inspect the installation of the product. It is imperative that you cooperate with the efforts of SM Quartz® to perform its obligations under this warranty. All decisions about defects in manufacture shall be made by SM Quartz® and communicated to appropriate parties in a timely manner. If SM Quartz® performs a repair or replacement of your installation, we will seek to obtain the best possible result.

- This warranty is not valid unless the product and the installation have been paid in full.
- This warranty does not cover seam appearance or performance, adhesives, caulk, or other bonding or attached items.
- Thermal shock can occur when a hot pan, dish, or other receptacle or object is left on the countertop for more than a short period. Trivets or hot pads should always be used between heated cookware and SM Quartz® quartz surface. These issues will not be considered manufacture defects but are subject to proper care and maintenance by the owner.
- This warranty does not cover the use of products that have been exposed to
 outside weather and climate conditions, abnormal use or conditions, or abuse.
 "Abnormal use or conditions" include, but are not limited to, damage from
 mishandling or misuse, damage from excessive heat or uneven exposure to
 weather conditions, excessive force or chemical abuse, or damage from improper
 care and maintenance.
- Improper care of SM Quartz® quartz surface may result in etching, staining, scratching, chipping, cracking, or discoloration.

This warranty applies to products that have been maintained according to the SM Quartz® Product Care & Maintenance Guide. The Care & Maintenance Guide may be obtained free of charge upon request from the authorized SM Quartz® quartz surface dealer, or directly from the SM Quartz® website.

What You Should Expect from the Appearance of Your SM Quartz® surface

SM Quartz® quartz surface is made from natural quartz and pigmented resin attempting to duplicate the look of natural stone. Variations in the colour, gloss, finish, size and shape of veins and pattern, and background tone of the (quartz) product are inherent in the process. These are unique characteristics to be expected within this product. Blemishes, such as blotches or spots, are essential in the manufacturing process, just as you would find in natural stone

Colour Samples

SM Quartz® website photo colour representations, samples and literature pieces are only for colour representation and are not guaranteed to be an exact replica of the final product. Due to the randomness effect of colours that contain natural minerals and movement or veining, some colour samples, especially smaller samples, may not capture the overall slab aesthetic. Your countertop will not be replaced under this warranty due to colour variations from sample(s).

Excessive Heat

Thermal damage may occur when a hot pan, pot, dish, or any other receptacle or object is left on the countertop. Trivets or hot pads should always be used between heated cookware and SM Quartz® quartz surface. Damage from excessive heat is considered improper care and maintenance by user, not a material defect, and therefore not covered under this warranty.

Chips

Chips are caused by excessive impact. The quartz and resin are bonded together using vacuum vibrocompression. Chips or any other excessive impact damage are not covered under this warranty.

Scratches

SM Quartz® quartz surface is extremely scratch resistant. However, scratching can occur when proper care is not used, and accordingly, scratches in your SM Quartz® quartz surface installation are not covered by this warranty. Cutting boards should always be used between cutlery and SM Quartz® quartz surface as part of proper care and maintenance.

Staining

SM Quartz® quartz surface are stain-resistant, but not stain-proof. Most stains can be removed as outlined in our Care & Maintenance Guide. Stains are not covered by this warranty. You can view our stain cleaning guidelines for the best stain removal procedures in our guide.

Blemishes and Veining

Some level of what could be referred to as spots or dapples are inherent in the manufacturing process. SM Quartz® quartz surface veined materials include many variations in the design to simulate natural stone. The veins in SM Quartz® quartz surface are unique, random and life-like; blemishes in these veins are not covered under this warranty.

General Obligations

SM Quartz® is not responsible for damage or injury caused in whole or in part by weather or climate, job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism, or accidents.

The obligation of SM Quartz® under this warranty is limited only to the repair or replacement of the SM Quartz® quartz surface product covered by this warranty, not including necessary labour charges needed to repair, remove, or replace the product. SM Quartz® will repair or replace material only for the area of the installation that is

determined by SM Quartz® or its warranty service agent to be defective. To the extent required, SM Quartz® will cover the cost of the simple plumbing and electrical disconnect and reconnect charges to the extent determined necessary by SM Quartz® or its warranty service agent. The consumer will be responsible for any other costs associated with or arising from the repair or replacement. Such repairs include, but are not limited to, repairs to cabinets, backsplash, appliances, wall surfaces, paint, wallpaper, and tiles. Removal of cabinets, storage bins and food garages or backsplashes to allow access to the SM Quartz® product for repair or replacement, as well as costs incurred to enable access to plumbing and electrical connections are not covered under this warranty.

Your original warranty will continue for the duration of the original twenty-five-year period from the original installation date. The warranty period does not begin anew from the date of any repair or replacement. Except as provided in this limited warranty, SM Quartz® shall not be liable in either fault 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. SM Quartz® makes no other warranty, representation, or guarantee, expressly or implied, with respect to its products, except as explicitly stated herein. This is the only warranty made by SM Quartz® for SM Quartz® quartz surface. No representative, dealer, sales person, or any other person is authorized to produce any warranty or promise on behalf of SM Quartz® with respect to SM Quartz® quartz surface. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon SM Quartz® unless made in writing and signed by an authorized employee of SM Quartz®.

Claim Procedure

To obtain service under this warranty, contact your original installer or distributor to verify if a warranty claim should be considered. Notify SM Quartz® of the same via email at info@smquartz.ie.

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