



Residential 15 Year Warranty

Enduro Quartz Reg No.: 2013/139201/07 (“the Distributor”) hereby furnishes a limited warranty (“the Warranty”) to any purchaser of **Enduro Quartz** products (“the products”) that the products will be free from manufacturing defects for a Period of 15 years warranty from the date of installation.

For the avoidance of doubt:

1. This Warranty is available only to the original owner of the domestic residence (“a/the residence”) in which the Product was originally installed (“Purchaser”).
2. In the case of a newly constructed domestic residence, this Warranty is available to the “first” owner who purchased the residence from a builder or developer with the product permanently installed therein.
3. A domestic residence shall relate to any location which is a private residence used for familial habitation and for no commercial purpose whatsoever.

Terms and Conditions this warranty shall:

1. Only apply to products which were installed in a residence after November 2013;
2. Expire upon transfer of ownership of the residence to any third party of after a period of 15 years from date of installation has elapsed, whichever the earlier;
3. Not be valid in instances where the product has not been paid in full; and
4. At all times be subject to the terms and conditions herein contained.

This Warranty shall apply for interior use and only when the product is:

1. Properly installed;
2. Maintained in accordance with The Guidelines for Care and Maintenance and which forms part of this warranty;
3. Used solely for the specific purpose of countertops and/or wall cladding;
4. Permanently installed and has not been moved from the original installation.
5. The Distributor shall only be responsible for proven manufacturing defects in the product which shall be determined by the distributor in its sole and absolute discretion. The Distributor will have the right at all times to examine and purportedly defective product and its installation and maintenance. Any remedy against the Distributor shall be, at the Distributor’s sole discretion, to either replace the defective product with the equivalent product or refund the purchase price. The warranty is exclusive and in lieu of any other warranty expressed or implied including any implied warranty of merchantability, fitness for purpose, or other warranty of quality, whether expressed or implied, and all other liabilities or obligations on the part of the distributor or **Enduro Quartz**. Under no circumstances will the distributor be liable for direct, indirect, general, special, incidental, consequential, or other damages of any kind whatsoever, regardless of the cause of such damage.

Exclusions: This Warranty does not cover:

1. Any cost or expenses incurred or relating to the removal and/or re installation of the product or replacement of the product and/or transportation costs and/or loss of profit and/or any other related expenses
2. Any instance where the Purchaser is not the occupier of the residence
3. Use of the product for any commercial purposes, Commercial usage includes but is not limited to, use of the Product in high traffic areas such as in a store, rental property, offices or any other places of business
4. Any outdoor application
5. Fireplace or braai surrounds
6. Flooring application
7. Instances where the product is/was used improperly or abused or other has suffered impact damage
8. Scratches
9. Routine maintenance
10. Improper installation
11. Any chemical damage
12. Any creative use of the material including bending or curving
13. Material that has been milled or reduced in thickness
14. The altering of any factory applied finish
15. Natural variations in the colour, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone
16. Spots or blemishes which are inherent in the manufacturing process and do not affect the structural integrity of the material
17. Instances where the product information on the back of each slab has been removed. Removing this product information will void the warranty.

PROCEDURAL ASPECTS IN RESPECT OF THE WARRANTY

In order for the warranty to be effectual it is essential that the Purchaser ensures that this Warranty is fully and accurately completed. Prior to doing so it is incumbent on the Purchaser to ensure that he/she/it is satisfied with the Product and the installation thereof. Furthermore it is incumbent on the Purchaser to ensure that the original Residential Warranty headed "15 YEAR WARRANTY (RESIDENTIAL understood and accepted and that the completed warranty registration is returned to the Distributor within 28 days of the installation. The completed warranty registration should be returned to the distributor by e-mail to the following address info@enduroquartz.co.za upon receipt of the warranty registration by the Distributor acknowledgement of the registration will be sent back to the e-mail address from which the registration was sent. This acknowledgement will serve as proof of registration.

In order to activate the warranty, all fields must be completed:

Purchasers Name: _____

Address where installed: _____

Identity No.: _____

Date of installation: _____

Enduro Quartz Fabricator: _____

Colour: _____

Batch No.: _____

Client Signature: _____

(Client to sign and send back)

(The batch number can be found printed on the underside of the slab and is the number that follows the date in the configuration)

This warranty constitutes the entire warranty given to the First owner and supersedes all other warranties and representations, whether oral or written, except as expressly set out above. No person other than the duly authorised representatives of the Distributor is authorised to make any warranty promise or representation on behalf of the Distributor and any such representations must be reduced to writing and signed prior to being effectual.