



FERMOL STONE QUARTZ COMMERCIAL WARRANTY (PRODUCT ONLY)

Fermol Stone Quartz warrants to the owner of the original installation that Fermol quartz surfaces, when installed in accordance with current published procedures approved by the Marble Institute of America, shall be free from materials defects in production for a period of ten (10) years from the date of completion of the installation of the Fermol Stone Quartz product.

This is a product warranty only. Fermol Stone Quartz's obligation under the 10-year warranty covers only the replacement of the failed Fermol product in slab form. It does not cover labor to remove, fabricate, and/or re-install Fermol products, or any other tasks necessary to complete the replacement or removal of the defective material.

Each party assumes all risk and liability for results obtained by the use of products covered by this warranty, whether used singly or in combination with other materials. No warranty whatsoever is made with respect to the materials produced by other manufacturers.

The sole responsibility and liability of Fermol under this warranty shall be to repair or replace, at Fermol's option, the products shown to be defective during the warranty period. Fermol shall have no liability for any other loss, damage, or expense, arising out of or in connection with the installation of a Fermol product. In no event shall Fermol be liable for special, indirect, incidental, punitive, consequential, or any similar damages (including, without limitation, damages for loss of business profits, business interruption, or any other loss) whether or not caused by or resulting from the negligence of Fermol even if Fermol has been advised of the possibility of such damages.

The original owner must give Fermol prompt notice of any alleged defects that appear or should have been discovered after the exercise of reasonable diligence in order for Fermol to respond under this warranty. Fermol Quartz Stone must be permitted to inspect the product and to follow the warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Fermol Quartz Stone and shall be final and binding on all parties.

This warranty does not cover damage caused by mishandling, misuse, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, or uses of products exposed to outside weather and climate conditions. In addition, Fermol shall not be responsible for any damage or injury caused in whole or in part by acts of God, nature, climate, job site conditions, architectural and engineering design, structural movement, acts of vandalism, accident, war, nor defective or improper workmanship by the installer or any laborer, nor any other damage or injury not solely and directly caused by defects in products covered by this warranty.

This warranty is issued to the original owner of the structure into which product was installed and expires upon transfer of the ownership of the structure to a third party.

This is the only product warranty made by Fermol Quartz Stone surfaces. No representative, dealer, or any other person is authorized to make or makes any warranty, representation, or promise on behalf of Fermol with respect to such products. No terms or condition other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Fermol unless made in writing and signed by an authorized employee of Fermol.

Terms and Conditions:

- This warranty applies only to Fermol surfacing materials.
- This warranty shall be null and void unless the products have been paid for in full.
- This warranty applies only to installations that are permanently installed in commercial structures and that have not been moved from the original installation.
- This warranty does not apply to products with "honed" or "textured" finishes, or any other deviation from a polished finish.
- This warranty does not cover finishes that have been altered from their original Fermol finish. Any issues arising from the practice of "additional and/or in-shop honing" are the sole responsibility of the fabricator who performed the process and/or the owner who purchased the original Fermol product.



- This warranty does not cover any creative adjustment made to the material including bending, curving, thickness reduction, or any other alteration to the original Fermol material.
- This warranty only applies to materials that have been maintained according to the Fermol Care and Cleaning of Natural Stone Surfaces Guide. This warranty does not cover chips, scratches, color variances, thermal shock, misuse, or improper/defective fabrication.
- This warranty does not cover materials used in flooring applications.
- This warranty is not transferable. Under no circumstances shall this warranty exceed ten (10) years from the date of installation.
- You must register your installation and request service under this warranty by contacting Fermol at (714) 379-0956.
- All decisions regarding this warranty are at the sole discretion of Fermol and will be communicated to the end user promptly.
- Laws and building safety codes governing the design, engineering, and construction of installations vary widely. Fermol assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering, and construction of the installation.
- This warranty does not cover additional modifications or supplemental repairs such as structural changes, plumbing, electrical, cabinets, tiles, etc. that may be necessary to complete the repair or replacement of Fermol products covered under this warranty. These material and labor costs shall be the responsibility of the owner of the commercial property.
- This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of recommended support guidelines or an unsupported base.
- This warranty does not cover natural variations in the color, size, and pattern movement of the slabs. These characteristics are inherent in quartz stone.
- Color samples provided to owner customers, fabricators, and installers may not match to the actual stone, as variation in color, shade, pattern, and grain size is expected of this natural product.
- This warranty does not cover seam appearance and seam performance. Seam performance can fail with shifting or movement of the substrate, foundation and cabinets, or from thermal shock. Thermal shock can happen with roasting ovens, heat lamps, crock pots, griddles, electric frying pans, or any source that can create excessive heat.
- This warranty does not cover products installed with a known or visible manufacturing defect at the time of installation, including but not limited to color variance.
- In order to obtain service under this Commercial Warranty, the owner customer must provide proof of purchase in the form of project contract showing the name of the owner of the commercial property. This warranty is not applicable without proof of original contract.

Fermol Quartz Stone makes no other warranty, representation or guarantee, express or implied, with respect to its products, except as expressly stated herein.