

## FORUM QUARTZ LIMITED WARRANTY

Forum Quartz Surfaces offers this limited warranty against manufacturing defects for 10 years for A-Grade Forum Quartz slabs permanently installed in residential buildings as kitchen countertops and vanity tops.

This warranty is offered to the first owner of the product and is not transferrable or assignable.

Forum Quartz will only be responsible for proven manufacturing defects in the product which shall be determined by Forum Quartz at its sole and absolute discretion. Forum Quartz will have the right at all times, to examine any claimed defective product and its installation and maintenance.

For defective products, Forum Quartz will be responsible to replace the slab with a new one with the same features, i.e. size, thickness, etc. Forum Quartz has the right to provide another product with similar characteristics, i.e. color, pattern, etc. in case the original product is discontinued.

Under no circumstances Forum Quartz will be liable for any direct, indirect, or consequential damages of any kind whatsoever, regardless of the cause of such damage.

## **HOW TO USE THE WARRANTY**

In order to activate your warranty please register your product online at www.ForumQuartz.com within 30 days after your purchase and keep a copy of your invoice that shows the date you have purchased the product.

- This warranty applies to Forum Quartz products supplied by UMI, LLC. In no way does it apply to any other products or materials supplied by any other manufacturer or supplier, including other quartz products.
- This warranty only covers materials that have been paid in full.
- This warranty covers the replacement of the defective material. It does not cover labor, removal, fabrication, or
  installation of material, nor does it cover any other incidental costs that may be associated with the removal or
  reinstallation of material covered under this warranty.

## **EXCLUSIONS**

## This warranty does not cover:

- 1. Commercial applications. Commercial applications include but are not limited to hospitals, restaurants, offices, retail stores, and hotels:
- 2. Products installed in outdoor applications;
- 3. Products installed as flooring material;
- 4. Products removed from their original locations;
- 5. Chips or other excessive impact damage to the product;
- 6. Cracks or fissures. Forum Quartz is an extremely strong Product and cracking may occur only if there is an external force or interaction causes, such as impacts, uneven cabinets or flooring, structural settling or movements, thermal shock, improper installation, or other conditions in the home that may put excess stress on the Product;
- 7. Scratches. Forum Quartz is a very hard material and has high scratch resistance, but it is not scratch-proof. Use of a cutting board is necessary;

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- 8. Chemical damage;
- 9. Natural variances in color, shade, size, and shape of particles or randomness of patterns or gloss level. These characteristics are natural and inherent in the Product. Color samples are only representatives of the Product and not an exact replica;
- 10. Products that the customer decides that they do not like after installation due to color, edging styles, or other opinions based on personal preference;
- 11. Temporary marks on the Product including but not limited to metal marks, fingerprints or smudges, or other signs of daily living:
- 12. Fabrication and installation quality;
- 13. Seam, adhesives, caulk appearance or performance;
- 14. Installation of sinks, appliances, plumbing fixtures, or mechanical fasteners secured directly into the Product;
- 15. Products that are milled to reduce factory-made thickness;
- 16. Products with altered surface finish (other than the original factory-made finish);
- 17. Products that are not installed two dimensional, such as bent, curved applications;
- 18. Improper use or abuse in any way. Improper use or abuse includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat, scorching or exposure to weather conditions, exposure to direct sunlight, physical or chemical abuse, acid etching, staining or damage from improper care and maintenance or damage from chipping, cracking, impact damage or breaking;
- 19. Any defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation;
- 20. Cases where the product information on the back of the product is removed.
- 21. Any direct, indirect, or consequential damages of any kind whatsoever, regardless of the cause of such damage, including losses of any kind that may arise during the time the defect emerges and the product are replaced.
- 22. Any additional or supplemental fabrication, construction work, repairs, or modifications such as any plumbing, electrical, masonry works, tile, or wall surface modifications that may be necessary to repair or replace the Product covered under this limited warranty.
- 23. This warranty does not cover the effects of acts of God, vandalism, terrorism, natural disasters, or accidents.
- 24. This warranty does not cover mitered edges where the joints were not correctly cut
- 25. This warranty does not cover routine maintenance, such as the removal of water spots and stains, or damage that could have been avoided by the performance of routine maintenance and daily care.
- 26. This warranty does not cover failures due to inadequate support of the installation, including, without limitation: base structures, as well as overhangs in excess, of 12" for 3cm material.
- 27. This warranty does not cover damage that is the result of "dry" cutting or polishing, such as chips and cracks.
- 28. Honed finishes will show wear marks from day to day use. Those marks are considered normal when dealing with a honed finish and will not be covered by this warranty. UMI, LLC wants you to get years of satisfaction from Forum Quartz. Please be sure to read and understand all aspects of having a honed surface in your home.