Premium Natural™ QUARTZ

From MSI

RESIDENTIAL LIFETIME WARRANTY

M S International, Inc. (MSI) warrants Q Premium Natural Quartz to be free of manufacturing defects from the date of installation when fabricated and installed in private single-family residences by an authorized Q Premium Natural Quartz Fabricator.

This Residential Lifetime warranty is limited to the original purchaser of the Q installation. In newly constructed single-family residences where Q has been installed, the warranty is available to the original owner and resident and is non-transferable.

All decisions regarding this warranty are at the sole discretion of MSI. No representative, dealer, salesperson, distributor, fabricator or other persons are authorized to make any warranty or promises on behalf of MSI with respect to Q products. If it is determined by MSI that Q Quartz materials failed due to a manufacturing defect, MSI will, at its sole discretion, repair or replace such materials. MSI will strive to obtain the best possible resolution. The decision to repair or replace is at MSI's sole discretion and an exact color match is not guaranteed.

Terms and Conditions

- This warranty applies only to Q Premium Natural Quartz materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation.
- This warranty applies only to materials that have been maintained according to the Q Premium Natural Quartz Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.QfromMSI.com. To request service under this warranty you must contact the company who sold you your Q Quartz Surfacing or contact M S International, Inc. directly at 1-800-490-0060 within thirty; (30) days of failure. Please also have your proof of purchase available.
- Following installation, you must register your product within thirty; (30) days. To activate your warranty, simply complete the online form made available at www.QfromMSI.com.

What is not covered under this warranty?

- Any residence where the owner is not the occupant.
- Materials and/or services that have not been paid for in full.
- Use in any commercial application. Commercial use includes but is not limited to, use in stores, rental properties, offices or any other place of business.
- Product installed in any outdoors application.
- Product used as flooring material.
- Improper use or abuse including but not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
- Chips at edges or other areas caused by impact damage.
- Scratches. Q Quartz is highly scratch resistance but is not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance
- Routine maintenance including but not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Q Quartz Care & Maintenance Guidelines.
- Failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by M S International, Inc. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- 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.
- Seam appearance and performance, adhesives, caulk or other accessory items. Once the product is installed, the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish or other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used. These issues are

not considered material defects and are subject to proper care and maintenance by the owner.

- Chemical damage.
- Creative use of the material such as thermal bending or curving.
- Material that has been reduced in thickness.
- Securing mechanical fasteners directly into the material.
- Failures due to inadequate support for the installation.
- Any other cost incurred including but not limited to painting, plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to modify, remove and or replace in the process rectifying a Q Quartz manufacturing defect covered under this warranty.
- Transportation, freight, tear out, demolition in any form, disposal and re-installation, fabrication or associated cost beyond the cost of the product.
- Natural variations in the color, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone. These are inherent characteristics of the product. Color samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed in your home.
- Spots or blemishes on mono colors smaller than a U.S. ten (10) cent coin and on multi colored materials smaller than a U.S. Quarter (25) cent coin. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect Q's structural integrity or performance therein.
- Q Quartz materials contain important product information on the back of each slab. Removing this product information will void the warranty.
- M S International, Inc. is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.
- M S International, Inc. shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

THE FOREGOING IS THE COMPLETE WARRANTY FOR Q PREMIUM NATURAL QUARTZ AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO Q QUARTZ SURFACING AND M.S. INTERNATIONAL, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights that vary from State to State.