



## OYSTER QUARTZ SURFACES 15 YEAR LIMITED WARRANTY

This warranty applies to Oyster Quartz surfaces products supplied by Oyster Quartz authorized fabricators only.

### Our Promise

We promise to you that Oyster Quartz is of the utmost durability and practicality. In the unlikely event of a defect arising from the manufacture of the product, Oyster Quartz will do its utmost to provide a fair and reasonable resolution to all customers covered by the Oyster Quartz warranty.

### Product Appearance, Care and Specifications

The products are manufactured from naturally occurring crushed quartz materials. Each slab is unique and can contain slight variations in shading, reflectivity, and the distribution and appearance of quartz. As each slab contains millions of individual quartz particles, the inclusion of varying coloured quartz particles may occur. Such particles that measure under 3mm in diameter are not considered defects, but are considered a part of the manufacturing process. Any particles over that size may be cosmetically filled at the fabricator's discretion. These variations are naturally occurring characteristics of the base quartz material. The appearance of each slab will also vary depending upon lighting conditions, placement, and viewing angle.

### Oyster Quartz Surfaces Warranty

1. Oyster Quartz warrants that if The Product, is defective as a result of the manufacture of The Product and:

- The Product was purchased from Oyster Quartz or one of its authorized resellers.
- The client has paid for The Product in full.
- The Product has remained installed at the same location at which it was first installed.
- The Product has been installed, maintained, used and protected in the manner recommended by Oyster Quartz at the time of purchase of The Product.

- The client has registered the Oyster Quartz warranty within the specified time frame (see clause 8 below), then Oyster Quartz will, at its sole discretion either:
- Repair the Product.
- Replace the Product with a new product from the same range as that being replaced, or if that range is no longer available then a reasonably similar range:

2. The Oyster Quartz warranty is provided for a period of 15 years, in the case of Oyster Quartz surfaces, from the date of original installation of The Product from Oyster Quartz or from its authorized reseller (as the case may be).

3. The Oyster Quartz warranty is not transferable or assignable and is given only to the first user of The Product following its sale by Oyster Quartz or an authorized reseller.

### What the Oyster Quartz warranty does not cover

4. The Oyster Quartz warranty does not cover defects, or any damage, arising from anything done to The Product after its manufacture, including:

- The installation of any accessories upon The Product;
- Wear and tear on The Product, the exposure of The Product to excessive heat, improper use or abuse, excessive force or abrasive or corrosive substances; and impact damage
- Failing to care for The Product in accordance with Oyster Quartz care instructions (found at [www.landfordstone.co.uk](http://www.landfordstone.co.uk)) for the care and maintenance of The Product.

5. The Oyster Quartz warranty does not cover cracks, chips or scratches unless they were caused by a defect in The Product.

- A crack is not a defect if it (amongst other things):
  - it is caused by excessive weight being applied to the surface (such as someone standing or sitting on The Product);
  - it is caused by thermal shock such as placing a hot saucepan, iron or any other hot object, directly on The Product;
  - it is caused by inadequate support being used under The Product;
  - it is caused by the supports used under The Product moving or shifting, or structural settlement.
- A chip or a scratch is not a defect if it is caused by external force, unless Oyster Quartz considers the force to be negligible.

6. The Oyster Quartz warranty is limited to the repair or replacement of The Product. If The Product is replaced, the Oyster Quartz warranty does not cover costs incurred and relating to fabrication, installation, milling, jointing, installing or laminating The Product. The Oyster Quartz

warranty does not cover any other losses arising out of a defect in The Product or any associated costs such as decorating, tiling, plumbing etc.

### **When the Oyster Quartz warranty does not apply**

7. The Oyster Warranty does not apply if The Product is:
- a. Used as flooring;
  - b. Used in any outdoor application where it is exposed to weathering or ultraviolet radiation;
  - c. Used in or around swimming pools, spas, or any other place where it may be exposed to chlorinated water;
  - d. Used adjacent to any type of fireplace;
  - e. Improperly installed;
  - f. Installed by a person who is not professionally qualified or authorized to install The Product.

### **How to Make a Claim**

8. You must register this warranty by visiting your authorized fabricator's website, then go to the warranty page, fill in the warranty form and send. If you do not register this warranty within 60 days of installation of The Product, this warranty will not be able to be validated and is void.

9. To claim under this warranty you must
- a. Submit your claim in writing, and email it to the relevant authorized fabricator at the following email address:  
[technicalsupport@landfordstone.co.uk](mailto:technicalsupport@landfordstone.co.uk)
  - b. Submit your claim within a reasonable period (30 days) after the defect first becomes apparent.
  - c. Include with your claim the following details:
    1. Your name, original job number and name of any 3<sup>rd</sup> party supplier.
    2. The date on which The Product was installed.
    3. A description of the alleged defect and supporting photos.

10. You bear the expense of claiming under the Oyster Quartz warranty.

11. Within a reasonable period of receiving notice of your claim under the Oyster Quartz warranty, the relative Oyster Quartz fabricator will contact you to:
- a. Arrange to inspect The Product;
  - b. Request further information or evidence in respect of the alleged defect in The Product.
  - c. Accept or reject your claim.

12. If you refuse to allow the Oyster Quartz fabricator to inspect The Product, or unreasonably refuse to provide Oyster Quartz with any further information it has requested, the warranty is void.