

**IRAH Quartz - COMMERCIAL 10 YEAR LIMITED WARRANTY INCLUSIONS**

**Inclusions**

**Hari Stones Ltd. of 7950 Venture St, Burnaby, BC, V5A 1V3 shall warrant IRAH Quartz as follows:**

- 1 Warranty of IRAH Quartz surfacing materials only supplied by Hari Stones Ltd.
- 2 Warranty for materials installed after November 1<sup>st</sup> 2016.
- 3 This warranty is valid for the duration of a period of 10 years from the original installation of IRAH Quartz.
- 4 This warranty is valid when the customer presents the required documentation which is to include the invoice from the fabricator who has fabricated and installed the IRAH Quartz Product, along with the fabricator & installer receipt. The invoice and associated receipt must explicitly state the name of the customer, fabricator/installer, and that IRAH Quartz has been installed and date of installation in the commercial project of the named customer, for warranty to be effective. With this information, Hari Stones Ltd shall honour this warranty if all other terms are met.
- 5 Warranty shall apply if IRAH Quartz has been installed in the interior of a commercial property including but not limited to motels, hotels, buildings designed for business use, rental properties, and general public areas.
- 6 Warranty shall apply for IRAH Quartz materials that have been paid in full.
- 7 IRAH product is warranted for and when a home is built by an approved builder and IRAH product is installed by an experienced fabricator and installer and approved by that builder. Only then warranty is valid for the commercial project with the valid receipt from the fabricator and from the installer stating the installation of IRAH Product.
- 8 IRAH Quartz material that fails due to manufacturer defect shall be covered by this warranty.
- 9 IRAH Quartz that has been permanently installed without being removed from its original installation shall be covered by this warranty.
- 10 Warranty for supply only. Hari Stones Ltd. is only supplier for the IRAH line of material. For any reason, if the client or Hari Stones Ltd. should have dispute, which may result in judgement after arbitration, Hari Stones Ltd. shall not be responsible for any removal, cutting, nor fabrication tasks nor labour nor installation of countertop materials, nor any incumbent costs that may arise.
- 11 IRAH Quartz shall be deemed defective upon inspection and assessed as such at the sole discretion of Hari Stones Ltd., where agents of inspection are provided full cooperation to inspect and assess the material so as to validate the claim and satisfy the obligations of this warranty.
- 12 This warranty shall be based on the assessment, interpretation of and any arising arbitration of claim between the claimant and the warrantor, within the explicit limitations of the terms herein.
- 13 This warranty is not transferrable.
- 14 IRAH is scratch resistant only, and not scratch proof. Scratches are not under warranty.
- 15 IRAH is stain and colour resistant only, and not stain proof. Stains are not under warranty.
- 16 Only the factory applied finishes to IRAH Quartz shall be warranted. Those colours listed as "honed" in the IRAH Quartz brochures, sample books and on the website of Hari Stones Ltd. will be eligible under this warranty.

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P: 604 444 4274	P: 250 491 4274	P: 403 229 9666	P: 780 455 4274
F: 604 422 8478	F: 250 807 4274	F: 403 229 9494	F: 780 481 4272

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### **Exclusions**

**Hari Stones Ltd. of 7950 Venture St, Burnaby, BC, V5A 1V3 shall not warrant IRAH Quartz as follows:**

- 1 It is compulsory for the client or client's designated maintenance team follow IRAH Quartz Care & Maintenance Guide to keep their product warranty valid. If the client fails to follow the IRAH Quartz Care & Maintenance Guide, this warranty shall not remain valid.
- 2 Any other product other than IRAH Quartz is not warrantied herein.
- 3 IRAH Quartz in any commercial application exceeding 10 years. For residential applications, please refer to the IRAH Quartz Warranty Residential - Hari Stones Ltd documentation.
- 4 This warranty does not apply to materials and/or services that have not been paid in full.
- 5 IRAH Quartz solid surfaces installed outdoors or exterior application shall not be warrantied.
- 6 IRAH Quartz solid surfaces used as flooring material shall not be warrantied.
- 7 Everything covered in a commercial application of IRAH Quartz, regarding warranty, is stated in the Inclusions Section of the IRAH Quartz - Commercial 10 Year Limited Warranty herein. Everything not covered for IRAH Quartz regarding warranty in a commercial application is stated in the Exclusions Section of the IRAH Quartz - Commercial 10 Year Limited Warranty, herein. Further to these explicit inclusions and exclusions herein, no promise nor warranty made on behalf of Hari Stones Ltd. by persons such as but not limited to a dealer, representative, distributor, sales person, or manufacturer shall be covered under warranty.
- 8 Customer selection and design choices are not warrantied. Installation of selected colours, finishes, and applications are the responsibility of the customer and are not covered under this warranty.
- 9 IRAH Quartz material moved from its original installation, by an installer or by the owner shall not be warrantied.
- 10 Customer's dissatisfaction, after material installed, of the color or finish of IRAH Quartz material as selected by the customer shall not be covered under this warranty.
- 11 IRAH Quartz is man made material and varies from Lot to Lot, and Slab to Slab. For marble-looking IRAH Quartz material, natural variation is created. The client is encouraged to inspect the IRAH Quartz slab as well as the fabricator/installer is to inspect the IRAH Quartz before cutting. After cutting, claims regarding variation in the colour and variation in the pattern will not be accepted at all.
- 12 Blemishes or spots less than 16mm (5/8") are natural variation due to the manufacturing process and shall not be deemed flaws and covered under warranty.
- 13 Damage arising from securing mechanical supports or apparatus directly to the product shall not be covered under this warranty.
- 14 The labour associated with inspecting defects included but not limited to the removal, fabrication, and installation of material shall not be covered under this warranty.
- 15 In the event that Hari Stones Ltd. deems repair or replacement of defective IRAH Quartz material as it qualifies under this warranty, exact color match is not guaranteed.

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### **Exclusions**

**Hari Stones Ltd. of 7950 Venture St, Burnaby, BC, V5A 1V3 shall not warrant IRAH Quartz as follows:**

- 16 Damage to IRAH Quartz that has been installed resulting from abuse or improper use shall not be warranted. Improper use includes, but not limited to, damage from excessive heat or uneven exposure to weather conditions, damage from mishandling of the material, damage from improper care or maintenance, physical or chemical abuse, and impact damage.
- 17 As Hari Stones Ltd. is only supplying the material, this warranty is not responsible to cover the labour to uninstall, fabricate and/or reinstall IRAH Quartz solid surfaces, nor other similar activities necessary to finish the replacement nor removal of the defective solid surface.
- 18 Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Marble Institute of America's guidelines.
- 19 Scratches are not covered under this warranty. IRAH Quartz is a very hard material and highly scratch-resistance but not scratch proof. Scratches due to marring by chemicals, impact damage, or seam appearance or performance are not warranted. Proper care must be exercised as part of your routine care and maintenance (Refer to IRAH Quartz Care and Maintenance Guidelines). Regular maintenance includes but is not limited to, minor conditions such as removing stains and water spots.
- 20 Improper fabrication and/or installation which are the sole responsibility of the manufacturer and/or installer are not covered under this warranty. Hari Stones Ltd. is not responsible nor has any obligation with respect to the selection, design, engineering nor installation activities nor construction of the installation.
- 21 Any defects that were visible at the time of fabrication and were not avoided during fabrication shall not be covered under this warranty. Fabricators are required to perform a visual inspection of all surfaces prior to fabrication and again prior to installation.
- 22 Seam appearance and seam performance, adhesives, caulk or other accessories shall not be covered under this
- 23 Damage resulting from creative modification of the material. This warranty shall not cover damage or flaws in the IRAH Quartz material resulting from modification or structural degradation by the fabricator. This includes but is not limited to milling or reducing the thickness of the material, curving or bending.
- 24 Material that has been reduced in thickness shall not be covered under warranty.
- 25 The installation of sinks and/or hardware shall not be covered under warranty.
- 26 Any failures due to inadequate support for the installation shall not be under warranty. This would include, without limitation, base structures and overhangs exceeding 8" for 2 cm material and 12" for 3 cm material.
- 27 Any chips or cracks resulting from "dry" cutting or polishing shall not be covered under warranty.
- 28 Small irregular "spots" or "blemishes" relative to the complexity of the material colour. A certain level of spots or blemishes are natural in the manufacturing process and do not affect the structural integrity of the material and are not covered under warranty.
- 29 The altering of any factory applied finish in shop or on site shall not be covered under this warranty. Alterations to finish such as creating a honed finish are the sole responsibility of the fabricator.
- 30 Normal wear marks that will show from day to day use of honed IRAH Quartz material are not subject to warranty. Refer to IRAH Quartz Care and Maintenance Guide for years of satisfaction with this material.

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**IRAH Quartz - RESIDENTIAL 20 YEAR LIMITED WARRANTY EXCLUSIONS**

**Exclusions**

**Hari Stones Ltd. of 7950 Venture St, Burnaby, BC, V5A 1V3 shall not warrant IRAH Quartz as follows:**

- 31 Variation in the IRAH Quartz selected. Though quartz is manufactured it still has natural properties. Like natural stone, quartz can have variation in color from an original sample color. This does not affect the structural integrity of the product and are not covered under warranty.
- 32 Mitered edges where the joint is not properly cut and/or adjoined are not covered under warranty.
- 33 Additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the IRAH Quartz solid surfaces are not part of this warranty.
- 34 IRAH Quartz solid surfaces contain important product information on the back of each slab. Removing this product information will void the warranty.
- 35 Damage incurred while IRAH Quartz material is stored or installed at a construction site prior to the "owner" taking possession nor damage during the time and process of remodelling shall not be covered under warranty.
- 36 Damage or injury caused in whole or in part by improper installation, and architectural/engineering design, and structural movement, or job site conditions shall not be covered under warranty.
- 37 Damage or injury caused in whole or in part by acts of God, acts of vandalism or accidental incidences shall be excluded from this warranty.
- 38 Any loss or direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the IRAH Quartz solid surfaces shall not be covered by this warranty. Some provinces do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.
- 39 Hari Stones Ltd. will not be held responsible for the requirement to conform to building or safety codes, design constraints or restrictions, or any local laws. To ensure the application meets local code, restrictions and requirements is the sole responsibility of the owner, owner's appointed designer, technical and engineering teams.

THE FOREGOING IS THE COMPLETE WARRANTY FROM HARI STONES LTD. AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. HARI STONES LTD. DISCLAIMS ALL WARRANTIES not STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

This warranty provides specific rights, and may extend other rights as applicable from province to province.

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