

## **RESIDENTIAL / COMMERCIAL WARRANTY CERTIFICATE**

Baba Quartz will warrant from the original date of installation material that fails due to any manufacturing defect when fabricated and installed by a Certified Fabricator. This warranty applies to the repair or replacement of failed material that has been permanently installed in your residential/commercial building. The option to repair or replace the material is at the sole discretion of Baba Quartz.

This Residential/Commercial Warranty Certificate is available only to the original. In the case of a newly constructed this warranty is available to the "first" owner.

### **TERMS & CONDITIONS:**

This warranty applies to product that was installed after January, 2022.

- A. This warranty applies only to Baba Quartz surfacing materials and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except Baba Quartz.
- B. This warranty applies only to Baba Quartz surfacing materials that have been permanently installed in the interior of residential/commercial buildings and have not been moved from their original installation. If after or during installation you decide that you do not like the colour or finish you selected, that decision is not covered under this warranty.
- C. This warranty does not cover any residential building where the owner is not the occupant.
- D. This warranty does not cover materials and/or services that have not been paid in full.
- E. This warranty applies only to materials that have been maintained according to the Baba Quartz Care & Maintenance guidelines. Care & Maintenance guidelines are available at [www.babaquartz.com](http://www.babaquartz.com).
- F. To request service under this warranty you must contact the company who sold you Baba Quartz Surfaces or contact us within thirty (30) days of the failure of Baba Quartz surfacing materials.
- G. This warranty is valid for the duration of 10 Years for the Residential Buildings and 7 Years for the Commercial Buildings from the original installation date of Baba Quartz.
- H. This warranty is transferable under the following conditions: The original or first owner must have initially registered the warranty with Baba Quartz, The new owner will receive a prorated 10-year limited warranty for Residential buildings and 7-Years limited warranty for Commercial buildings, which is prorated from the original date of installation. In no event will the transferred warranty exceed the period of warranty from the date of the original installation.
- I. Baba Quartz shall be deemed defective upon inspection and assessed as such at the sole discretion of Baba Quartz 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.
- J. 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.
- K. BABA Quartz is scratch resistant only, and not scratch proof. Scratches are not under warranty.
- L. BABA Quartz is stain and colour resistant only, and not stain proof. Stains are not under warranty.

- M. In the event that Baba Quartz surfacing materials fail due to a manufacturing defect, Baba Quartz will, at its sole discretion, repair or replace such materials. Baba Quartz will seek to obtain the best possible result, whether we decide to repair or replace your installation. However, exact colour match is never guaranteed. All decisions regarding this warranty are at the sole discretion of Baba Quartz. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Baba Quartz, with respect to Baba Quartz surfacing products.
- N. This warranty shall apply if BABA Quartz surfaces 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.

#### EXCLUSIONS:

1. This warranty does not cover products installed in any outdoor application.
2. This warranty does not cover products used as flooring material.
3. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is 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.
4. This warranty does not cover chips or other excessive impact damage in the product.
5. This warranty does not cover scratches. Baba Quartz surface is a very hard material and highly scratch resistance but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
6. This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Baba Quartz online Care & Maintenance Guidelines at [www.babaquartz.com](http://www.babaquartz.com).
7. This warranty does not cover any fabrication work that was not completed by a Certified Fabricator.
8. This warranty does not cover any failures due to the fabricators or installers work. Fabricators, including Certified Fabricators, are professionals who operate their business completely independent of Baba Quartz. Baba Quartz is not responsible for any action or omission of fabricators/installers. Therefore, any failures resulted from fabrication and/or installation are the sole responsibility of the fabricator and/or installer. If you have complaints of this kind, please contact the fabricator/installer who you engaged to perform the work.
9. This warranty doesn't cover any additional cost to remove, fabricate and/or reinstall Baba Quartz surfaces, labour or other similar activities necessary to complete the replacement or removal of the defective material.
10. This warranty does not cover 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.
11. This warranty does not cover seam appearance or seam 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.
12. This warranty does not cover any chemical damage.

13. This warranty does not cover any creative use of the material including bending or curving.
14. This warranty does not cover material that has been milled or reduced in thickness.
15. This warranty does not apply to materials and/or services that have not been paid in full.
16. Damage caused by appliances or additional products brought into contact with Baba Quartz products; and damage caused by installation of ancillary products such as sinks, sink brackets, cabinets, water bars, cook tops, and dishwashers.
17. Baba Quartz will not cover any damages, costs, or expenses caused to appliances, additional products brought into contact with Baba Quartz products and/or any ancillary products as a result of installing, amending, or replacing Baba Quartz products.
18. This warranty does not cover securing mechanical fasteners directly into the material.
19. This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by Baba Quartz which are inadequately supported.
20. This warranty does not cover any chips or cracks that are a result of "dry" cutting or polishing.
21. This warranty does not cover chips or cracks that are a result of not following the minimum requirements for edge details.
22. This warranty does not cover mitered edges where the joint is not cut correctly.
23. This warranty does not cover the altering of any factory applied finish. Only colours listed as available as in our brochure, sample book, or on our website are eligible under this warranty. Any issues arising from the practice of "in-shop" honing are the sole responsibility of the fabricator.
24. This warranty does not cover temporary marks such as metal marks, fingerprints or other signs of daily living. This includes, but is not limited to, marks that are common to finishes other than polished finishes. Finishes other than Polished, such as Honed, Concrete, Natural, and Rough Concrete, are more susceptible to showing everyday marks and spills, and therefore may require more routine cleaning.
25. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the Baba Quartz product covered under this warranty.
26. This warranty does not cover natural variations in the colour, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone. These characteristics are inherent and unique characteristics of the product. Colour samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed in the building.
27. This warranty does not cover what is referred to as spots or blemishes smaller than a ten (10) cent piece. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.
28. Baba Quartz materials contain important product information on the back of each slab. Removing this product information will void the warranty. Baba Quartz 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.

Baba Quartz 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 BABA 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 BABA QUARTZ. 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 which vary from State to State.