

# ENDURO QUARTZ (PTY) LTD



## Commercial Warranty

Enduro Quartz (Pty) Ltd. Reg No. 2013/139201/07 ("the Distributor") hereby furnishes a limited warranty ("the Warranty") to any purchaser of Enduro Quartz products ("the products") that the products will be free from manufacturing defects for a period of 10 years from the date of installation.

### **For the avoidance of doubt:**

1. The Warranty is available only to a person (natural or juristic) who was the owner of a Commercial property at the time when the Product was originally installed ("the Purchaser");
2. Commercial property shall relate to any location which is open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as restaurants, hotels, motels or other temporary residence applications.
3. Commercial installations shall relate to all surface installations in a Commercial property.

### **Terms and Conditions**

#### *This warranty shall:*

1. Only apply to products which were installed in Commercial Property after 1 September 2013;
2. expire upon transfer of ownership of the structure to any third party or after a period of 10 years from date of installation has elapsed, whichever the earlier;
3. not be valid in instances where the product has not been paid in full; and;
4. at all times be subject to the terms and conditions herein contained.

### **This Warranty shall apply for interior use and only when the product is:**

1. Properly installed;
2. Maintained in accordance with The Guidelines for Care and Maintenance (which are available on request or on line at [www.enduroquartz.co.za](http://www.enduroquartz.co.za)) and which forms part of this warranty;
3. Used solely for the specific purpose of countertops and/or wall cladding;
4. Permanently installed and has not been moved from the original installation.
5. The Distributor shall only be responsible for proven manufacturing defects in the product which shall be determined by the distributor in its sole and absolute discretion. The Distributor will have the right at all times to examine purportedly defective product and its installation and maintenance. Any remedy against the Distributor shall be, at the Distributor's sole discretion, to either replace the defective product with the equivalent product or refund the purchase price. The

warranty is exclusive and in lieu of any other warranty expressed or implied including any implied warranty of merchantability, fitness for purpose, or other warranty of quality, whether expressed or implied, and all other liabilities or obligations on the part of the distributor or Enduro Quartz. Under no circumstances will the distributor be liable for direct, indirect, general, special, incidental, consequential, or other damages of any kind whatsoever, regardless of the cause of such damage.

**Exclusions:**

*This Warranty does not cover:*

1. Any cost or expenses incurred or relating to the removal and/or re installation of the product or replacement of the product and/or transportation costs and/or loss of profit and/or any other related expenses.
2. flooring applications.
3. any outdoor application.
4. instances where the product is/was used improperly or abused or otherwise has suffered impact damage.
5. scratches.
6. routine maintenance.
7. improper installation.
8. any chemical damage.
9. any creative use of the material including bending or curving.
10. material that has been milled or reduced in thickness.
11. the altering of any factory applied finish.
12. natural variations in the colour, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone.
13. spots or blemishes which are inherent in the manufacturing process and do not affect the structural integrity of the material.
14. instances where the product information on the back of each slab has been removed. Removing this product information will void the warranty.

**PROCEDURAL ASPECTS IN RESPECT OF THE WARRANTY**

In order for the warranty to be effectual it is essential that the Purchaser ensures that this Warranty is fully and accurately completed by the Purchaser. Prior to doing so it is incumbent on the Purchaser to ensure he/she/it is satisfied with the Product and the installation thereof. Furthermore it is incumbent on the Purchaser to ensure that the original Warranty headed - "10 YEAR LIMITED WARRANTY (COMMERCIAL)", (which can be downloaded from the website) has been read, understood and accepted, and that the completed warranty registration is returned to the Distributor within 28 days of the installation. The completed warranty registration should be returned to the distributor by e mail to the following address info@enduroquartz.co.za. Upon receipt of the warranty registration by the Distributor, acknowledgment of the registration will be sent back to the email address from which the registration was sent. This acknowledgment will serve as proof of registration.

**IN ORDER TO ACTIVATE THE WARRANTY, ALL FIELD MUST BE COMPLETED:**

Purchasers name: \_\_\_\_\_

Address where installed: \_\_\_\_\_

Entity Registration No.: \_\_\_\_\_

(in the event of sole propriety of partnership the identity number/s of the proprietor/partners is required)

Date of installation: \_\_\_\_\_

Enduro Quartz Fabricator: \_\_\_\_\_

Colour: \_\_\_\_\_

Batch No.: \_\_\_\_\_

(The batch number can be found on the invoice or side of the slab)

This Warranty contained herein constitutes the entire warranty given to the Purchaser and supersedes all other warranties and representations, whether oral or written, except as expressly set out above. No person other than the duly authorised representatives of the Distributor is authorized to make any warranty, promise or representation on behalf of the Distributor and any such representations must be reduced to writing and signed prior to being effectual.

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