



## LIMITED 10 YEAR WARRANTY

Effective as October, 2011

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Cosmos Quartz™ (the “Product”) that has been permanently installed and is in its originally installed location is warranted by Cosmos Granite (hereunder “Cosmos”) to be free of manufacturing defects. The Product must be fabricated and installed by an authorized Cosmos Quartz™ Fabricator/Installer, and used and maintained in accordance with instructions provided by Cosmos in its “Care and Maintenance Guide”. During the first ten (10) years after the date of initial installation, Cosmos can opt to repair or replace without charge if the Product fails due to a manufacturing defect. Although Cosmos shall make its best effort to repair or replace with the best possible color match to the original as possible, Cosmos cannot guarantee that the repair or replacement will be an exact color match to the original. To obtain service under this limited warranty, you must reasonably cooperate with Cosmos’ authorized service agents and provide access to the installation site. This warranty is applicable only to the original purchaser and only when the Product has been paid in full. This warranty is non-transferable. Any associated repair or replacement cost other than the Product will be the original purchaser’s responsibility.

### General Terms and Conditions

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***The following contains information applicable to this limited warranty:***

This warranty applies solely to Cosmos Quartz™ surfaces and does not apply to any other products including sinks, faucets or any other added appliance, as well as any other engineered stone products, manufactured or supplied by any other party, except by Cosmos.

This warranty applies to installations of Cosmos Quartz™ surfaces that have been permanently installed in the interior of residences for countertop usage, provided they have not been moved from the original, permanent installation.

This warranty does not apply to other installations of Cosmos Quartz™ including, but not limited to installations in shower walls, boats or recreational vehicles, along with outdoor uses.

If after or during installation you decide that you do not like the color you selected, replacement is not covered by this warranty.

This warranty applies to product purchased and installed after October 1st, 2011 for owner-occupied residences.

To obtain service under this limited warranty, you must contact the source from whom you purchased Cosmos Quartz™ at the address listed at the end of this limited warranty.

To qualify for repair or replacement, you must provide the original sales receipt or other documentation acceptable to Cosmos that demonstrates proof of purchase clearly showing the date of purchase, the date the installation was performed, and that such installation was performed by a Cosmos Authorized Cosmos Quartz™ Installer. Your proof of purchase must identify your installation as Cosmos Quartz™. If you represent to us that your installation is Cosmos Quartz™ and upon arrival of our warranty service agent at the installation site, we determine that your installation is not Cosmos



Quartz™, you will be liable for and charged the standard warranty service trip charge in effect at that time and no repair or replacement will be performed.

You must permit Cosmos or Cosmos' authorized agents to inspect the installation of the product. Cooperation is imperative with Cosmos in Cosmos' efforts to perform its obligations under this warranty. All decisions about defects in manufacture shall be made by Cosmos and communicated to you in a timely manner. Whether Cosmos performs repair or replacement of your installation, we will seek to obtain the best possible result, but exact color match cannot be guaranteed.

This warranty shall be null and void unless the product and the installation have been paid for in full.

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.

This warranty does not cover the use of products which have been exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way.

"Abnormal use or conditions" include, but are not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, and damage from improper care and maintenance. Improper care of Cosmos Quartz™ may result in staining, scratching, chipped surface, cracking or seam separation.

This warranty applies to products that have been maintained according to the Cosmos Quartz™ Surfaces Care & Maintenance Guide provided free of charge at the time of installation. It may also be obtained upon request from the Cosmos Authorized Cosmos Quartz™ Installer, or directly from Cosmos' website shown below.

## **What You Should Expect From the Appearance of Your Cosmos Quartz™**

Since Cosmos Quartz™ is made from natural quartz, variations in the color, gloss, finish, size, shape, pattern and the background tone of the product distributed (quartz), are inherent and unique characteristics to be expected with this product. Blemishes, such as blotches or spots, are essential in the manufacturing process. In the event of visual blemishes, blotches, or a concentration of color pigments appearing larger than 25mm in diameter (size of a US quarter), the contracted fabricator should report it to the Cosmos Quartz™ authorized distributor prior to fabrication.

### ***Color Samples:***

Samples are only representations and are not an exact replica of what will be installed in your project. For colors that contain non-directional movement or veining, due to the randomness of this effect, samples of these colors, especially small samples, may not capture this overall aesthetic.

This does not affect the product performance in any manner. Your countertop will not be replaced under this warranty due to these variations.



### **Gloss:**

Cosmos Quartz™ should be expected to have less gloss than granite. Gloss levels can generally be increased by cleaning the installation as directed by Cosmos Quartz™ Care & Maintenance Guide, or reference the instructions on our website.

**Excessive Heat:** Thermal damage may occur when a hot pot, pan, dish or any other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used. Damage from excessive heat is not considered to be a material defect, but rather, subject to proper care and maintenance by user.

### **Chips:**

Chips are caused by impact. The quartz and polyester are bonded together using pressure and vacuum. Chips or any other impact damage are not covered under by this warranty.

### **Scratches:**

Cosmos Quartz™ is extremely scratch resistant. However, it can be scratched when proper care is not used, and accordingly, scratches in your Cosmos Quartz™ installation are not covered by this warranty. Cutting boards should always be used as part of your proper care and maintenance.

### **Staining:**

Cosmos Quartz™ is stain-resistant, but not stain-proof. Stains can usually be removed with chemical cleaners. Staining is not covered by this warranty. You can view our stain cleaning guidelines on our website or in our Care & Maintenance Guide.

Cosmos is not responsible for damage or injury caused in whole or in part by weather or climate, job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism or accidents.

Cosmos' obligation under this warranty is limited solely to the repair or replacement of the Cosmos Quartz™ product covered by this warranty, not including necessary labor charges needed to repair, remove or replace the product. Cosmos will repair or replace any area of the installation that is determined by Cosmos or its warranty service agent to be defective. To the extent required, Cosmos will cover the cost of the simple plumbing and electrical disconnect and reconnect charges to the extent determined necessary by Cosmos or its warranty service agent up to and not to exceed \$250.00. You will be responsible for any other costs associated with or arising from the repair or replacement. Such repairs include, but are not limited to, repairs to wall surfaces, paint, wall paper and tiles. This also includes removal of cabinets, storage bins and food garages or backsplashes to allow access to the Cosmos Quartz™ product for repair or replacement, as well as costs incurred to enable access to plumbing and electrical connections. Your original warranty will continue for the duration of the original ten year period and not from the date of any repair or installation.

Except as provided in this limited warranty, Cosmos shall not be liable in either fault or contract for any loss of direct, consequential or incidental damages arising out of the use or inability to use the product in residential or commercial applications covered by this warranty.

Cosmos makes no other warranty, representation or guarantee, expressly or implied, with respect to its products, except as explicitly stated herein. This warranty gives you specific legal rights, and you may also have other



# COSMOS

QUARTZ SURFACING

rights which may vary from state to state or, in Canada, from province to province.

This is the only warranty made by Cosmos for Cosmos Quartz™ surfaces. No representative, dealer, sales person or any other person is authorized to produce any warranty or promise on behalf of Cosmos with respect to Cosmos Quartz™ surfaces. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Cosmos unless made in writing and signed by an authorized employee of Cosmos.

### ***Blemishes:***

Some level of what could be referred to as spots or dapples are inherent in the manufacturing process. Blemishes larger than the size of a US twenty-five cent piece are covered under this warranty, if you report it within thirty (30) days of installation.

In regards to colors that contain the non-directive movement or veining, this effect is random within the material. This is not considered a blemish or blotch, but rather normal variation and is not covered by this warranty.

In the rare case where a foreign particle (such as a piece of rubber, metal or wood) is found in the product, then it is covered by this warranty, if you report it within thirty (30) days of installation.

## **Registration**

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You must register your installation either by registering the warranty online at [www.cosmosgranite.com](http://www.cosmosgranite.com) or by contacting Cosmos Granite customer service at [cq@cosmosgranite.com](mailto:cq@cosmosgranite.com).

To request service under this warranty you must contact the entity from which you purchased the Cosmos Quartz™ or contact Cosmos Granite directly at [cq@cosmosgranite.com](mailto:cq@cosmosgranite.com).

For more information about this warranty, please contact Cosmos Granite directly by writing or calling:

### ***Home Office:***

#### **COSMOS GRANITE & MARBLE**

501 South New Hope Rd.

Raleigh, NC 27610

Phone: (919) 212-0303 Fax: (919) 212-0305

[www.cosmosgranite.com](http://www.cosmosgranite.com)