



COMMERCIAL WARRANTY

Bria Quartz warrants to the owner of the original installation that Bria Quartz surfacing, when fabricated and installed by a Bria Quartz Certified Fabricator/Installer, shall be free of manufacturing/material defects. This warranty applies to the repair or replacement of defective Bria Quartz slab that has been permanently installed and has remained in its original location. The option to repair or replace is at the sole discretion of Bria Quartz.

Bria Quartz makes no express or implied warranty including without limitation, the warranties of merchantability, fitness for a particular purpose, or from any other course of dealing or trade usage regarding the product. No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

Bria Quartz sole responsibility and liability under this warranty shall be to repair, or to replace, at Bria Quartz's sole option, the products shown to be defective, during the warranty period.

Bria Quartz shall have no liability for any loss, expense or damage, as a result of the installation of Bria Quartz material. Under no circumstances shall Bria Quartz be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

The original owner must provide Bria Quartz with prompt notice of any alleged defects by contacting Bria Quartz or its authorized agents, who must be permitted to inspect the product and to follow our warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Bria Quartz and shall be final and binding on all parties.

No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Bria Quartz with respect to Bria Quartz surfacing products.

In the event of defect covered under this warranty, Bria Quartz shall have the sole discretion whether to repair or replace Bria Quartz material (not including the cost of installation and/or fabrication). Without derogating from the aforementioned, replacement of defective Bria Quartz slab will be subject to inventory constraints. In addition, the replaced slab may not be exactly the same as the defective slab.

TERMS AND CONDITIONS

This lifetime limited warranty applies only to products installed after January 5, 2021

A. This warranty applies only to Bria Quartz surfacing materials. This warranty does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except Bria Quartz.

B. This warranty applies only to Bria Quartz materials that are permanently installed in commercial structures and that have not been moved from their original installation.

C. This warranty does not apply to unoccupied structures.

D. This warranty does not cover materials and/or services that have not been paid in full.

E. This warranty only applies to materials that have been maintained according to Bria Quartz Warranty and Care & Maintenance guidelines.

F. Following installation, you must register your product within thirty (30) days in order to activate your warranty. In the event that no record of your warranty is on file, you must provide proof of purchase in the form of your original receipt or invoice showing the name of the Owner and Bria Quartz Fabricator. Upon receipt of this original documentation, Bria Quartz will fully honor this warranty. You must agree to cooperate with Bria Quartz or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

G. To request service under this warranty you must contact the company who sold you Bria Quartz or contact Bria Quartz promptly (within 30 days).

H. Laws and building safety regulations governing the design, engineering and construction of installations vary widely. Bria Quartz assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.

I. Commercial Property shall consist of any location open to the general public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels or other temporary residence applications.

J. This commercial warranty is not transferable. This warranty is issued to the original owner of the structure in which Bria Quartz was installed and expires upon transfer of the ownership of the structure to a third party.

WARRANTY EXCLUSIONS

1. 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 Bria Quartz Care & Maintenance Guidelines.

2. This warranty does not cover Bria Quartz products used in outdoor applications.

3. This warranty does not cover Bria Quartz products used in flooring applications.

4. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.

5. This warranty does not cover any fabrication work that was not completed by a Bria Quartz Certified Fabricator.

6. This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by Bria Quartz. Improper fabrication and/or installation is the sole responsibility of the fabricator/installer.

7. This warranty does not cover labor to remove, fabricate and/or reinstall Bria Quartz, or other similar activities necessary to complete the replacement or removal of the defective material.

8. This warranty does not cover chips or other excessive impact damage to the product.

9. This warranty does not cover surface scratches. Bria Quartz is an extremely durable material and is scratch resistant but not scratch proof. Reasonable care should be taken including the use of a cutting board.

10. This warranty does not cover seam performance or seam appearance, adhesives, caulks or any 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, foundation or thermal shock.

11. This warranty does not cover any creative use of the product including bending or curving.

12. This warranty does not cover products that have been milled or otherwise reduced in thickness.

13. This warranty does not cover the installation of sinks, other plumbing fixtures or appliances.

14. This warranty does not cover altering of the factory applied finish.

15. This warranty does not cover mitered edges where the joint is not cut correctly.

16. This warranty does not cover natural variations in color, size, shape or 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. Color samples provided to architects, designers, dealers, consumers, and fabricators are only representative and not an exact replication of what will be installed.

17. This warranty does not cover what is referred to as spots or "beauty marks" smaller than a ten-cent (10) piece. A certain level of spots or "beauty marks" are inherent in the manufacturing process and do not affect the structural integrity of the product.

18. Bria Quartz shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair or replacement of a defective Bria Quartz slab covered under this warranty.

19. This warranty does not cover damages caused by work such as plumbing, electrical, tile, cabinets, flooring, etc.

20. This warranty does not cover products that have been moved from its original installation location.

21. Bria Quartz materials contain important information on the back of each slab. Removing of this product information shall void the warranty.

Bria Quartz is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering design, structural movement, accidents, or acts of vandalism.

Bria Quartz shall not be responsible either in 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 BRIA QUARTZ PRODUCTS 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 BRIA 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 HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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To file a warranty claim, the original purchaser must provide the following:

Proof of purchase (original receipt or invoice)

A detailed description of the defect

Photographs of the damaged area