



RESIDENTIAL WARRANTY

Thank you for choosing Bria Quartz for your latest project.

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

This Residential Lifetime Warranty is available only to the original owner of a single-family residence in which Bria Quartz has been originally installed. In the case of a newly constructed single-family residence, this warranty is available to the "first" owner purchasing the residence with Bria Quartz permanently installed and is transferable according to the terms and conditions stated below.

TERMS AND CONDITIONS

This warranty applies to products that were installed after January 15, 2021.

A. This warranty applies only to Bria Quartz surfacing materials and 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 surfacing materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation. If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty.

C. This warranty does not cover any residence 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 Bria Quartz Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.briaquartz.co.



G. Following installation, you must register your product within thirty (30) days in order to activate your warranty. Simply complete the online form made available at <https://briaquartz.co/warranty>. In the event that no record of your warranty is on file, you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner, Authorized Dealer, and Bria Quartz Certified Fabricator. Upon receipt of your original receipt or invoice showing the name of the Owner, Authorized Dealer, and Bria Quartz Certified Fabricator, Bria Quartz will fully honor this warranty even though no warranty is on file. 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.

This warranty is transferable under the following conditions:

The original or first owner must submit to Bria Quartz in writing the name, address and phone number of the new owner. The new owner will receive a prorated 10-year limited warranty, which is prorated from the original date of installation.

In no event will the transferred warranty exceed ten (10) years from the date of the original installation.

In the event that Bria Quartz surfacing materials fail due to a manufacturing defect, Bria Quartz will, at its sole discretion, repair or replace such materials. Bria Quartz will seek to obtain the best possible result, whether we decide to repair or replace your installation. However, an exact color match is never guaranteed. All decisions regarding this warranty are at the sole discretion of Bria Quartz. 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.

WARRANTY EXCLUSIONS

1. This warranty does not cover use for any commercial purposes. Commercial use includes but is not limited to, use in a store, rental properties, office or any other place of business.
2. This warranty does not cover products installed in any outdoor application.
3. This warranty does not cover products used as flooring material.

4. 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.

5. This warranty does not cover chips or other excessive impact damage in the product.

6. This warranty does not cover scratches. Bria Quartz is a very hard material and highly scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.

7. 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.

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

9. This warranty does not cover any failures due to the fabricators or installers work.

Fabricators, including Bria Quartz Certified Fabricators, are professionals who operate their business completely independent of Bria Quartz. Bria 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.

10. This warranty doesn't cover any additional cost to remove, fabricate and/or reinstall Bria Quartz, labor or other similar activities necessary to complete the replacement or removal of the defective material.

11. This warranty does not cover any defects that were visible at the time of fabrication and were not² avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.

12. 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.

13. This warranty does not cover any chemical damage.

14. This warranty does not cover any creative use of the material including bending or curving.

Bria 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.

Bria 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 BRIA 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 BRIA QUARTZ AND 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.

Warranty Claims:

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