



## **RESIDENTIAL LIMITED LIFETIME WARRANTY for TOPAZ BRAND PRODUCTS**

Winnipeg Stone Tops will warrant from the original date of installation, material that fails due to any manufacturing defect when fabricated and installed by Winnipeg Stone Tops. This warranty also applies to the repair or replacement of failed material that has been permanently installed in the interior of your residence. The option to repair or replace the material is at the sole discretion of Winnipeg Stone Tops.

The residential limited lifetime warranty is available only to the original owner of a single-family residence in which our Topaz brand products have 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 Topaz brand products installed.

### **TERMS AND CONDITIONS**

- A. This warranty applies only to Topaz brand products installed after July 1<sup>st</sup>, 2021.
- B. This warranty applies only to Topaz brand products and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except Winnipeg Stone Tops.
- C. This warranty applies only to Topaz brand products that have been permanently installed in the interior of single-family residences and have not been moved from their original location.
- D. This warranty does not apply to any residence where the owner is not the occupant.
- E. This warranty does not apply to materials and/or services that have not been paid in full.
- F. In the event that Topaz brand products fail due to manufacturing defect, Winnipeg Stone Tops will, at its sole discretion, repair or replace such materials. Winnipeg Stone Tops will seek to obtain the best possible result, whether we decide to replace or repair your installation. However, exact color match is never guaranteed. All decisions regarding this warranty are the sole discretion of Winnipeg Stone Tops.
- G. In the event that your warranty is no longer on file at Winnipeg Stone Tops, you must provide a receipt, invoice or some type of proof of purchase to make any warranty claim.
- H. This warranty only applies to materials that have been maintained according to our care & maintenance guidelines. These guidelines are available on our website at [www.winnipegstonetops.ca](http://www.winnipegstonetops.ca)
- I. No other representative, dealer, salesperson or fabricator is authorized to make promises or offer any other warranties on behalf of Winnipeg Stone Tops with regards to Topaz brand products.

## EXCLUSIONS:

### THIS WARRANTY DOES NOT COVER:

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. Products installed in any outdoor application.
3. Products used as flooring material.
4. Neglect or abuse. Neglect or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive wear or uneven exposure to solar rays, physical or chemical abuse or damage from improper care & maintenance.
5. Labor to remove, fabricate and/or reinstall Topaz Stone, or other similar activities necessary to complete the replacement or removal of the defective material.
6. Chips or other excessive impact damage in the product created after installation.
7. This warranty does not cover scratches. Topaz Stone is 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 & maintenance.
8. Routine maintenance. Routine maintenance care includes but is not limited to, minor conditions such as removing deposits and water spots by following the techniques specified in the online care & maintenance guidelines at [www.winnipegstonetops.ca](http://www.winnipegstonetops.ca)
9. 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 surface for more than a brief period of time. Trivets and hot pads should always be used. These issues are not considered material defects and are subject to proper care & maintenance by the owner.
10. Any chemical damage.
11. Any creative manipulation of the product including bending or curving.
12. Material that has been milled or reduced in thickness.
13. Damage caused by appliances or additional products brought into contact with Topaz Stone products; any damage caused by installation of ancillary products such as sinks, sink brackets, cabinets, water bars, cooktops, and dishwashers.
14. Winnipeg Stone Tops will not cover any damages, costs, or expenses caused to appliances, additional products brought into contact with Topaz Stone products and/or ancillary products as a result of installing, amending or replacing Topaz Stone.
15. Securing mechanical fasteners directly into the material.
16. Temporary marks that are common to honed finishes, 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.

17. Additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc that may be necessary to replace the Topaz Stone product covered under this warranty.
18. Natural variations in color, 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. Color samples provided to consumers are only representative and are not an exact replication of what will be installed in your home.
19. Small irregular "spots" or "blemishes" relative to the matrix of the color. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

Winnipeg Stone Tops 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.

Winnipeg Stone Tops shall not be responsible either in whole or in part, 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 under this warranty.