

OPTRA QUARTZ RESIDENTIAL WARRANTY

OPTRA warrants to the owner of the original installation that its quartz surfacing (the "product"), when installed in accordance with OPTRA'S current installation procedures shall be free from manufacturing defects for a period of ten (10) years from the date of completion of installation of the product.

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 OPTRA / STONE MART(SM here after). No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of OPTRA with respect to OPTRA quartz surfacing products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon OPTRA unless made in writing and signed by an authorized employee of OPTRA.

OPTRA / SM shall be responsible for either replacement of the product found by it to be defective or, at SM's option to pay the product replacement cost, but in no case more than the original invoice cost of the product found to be defective. Under no circumstances will OPTRA / SM be responsible for the cost of other material or products in addition to the quartz surfacing which is the subject of this warranty, nor will OPTRA / SM pay for the cost of fabrication, removal or installation of the defective product.

Terms and Conditions

1. This warranty applies to products that have been maintained according to the SM's quartz surfacing care and maintenance Instructions.
2. This warranty is issued to the original owner of the structure into which the warranted product was originally permanently installed. This residential warranty is transferable within the 10-year period following initial installation.
3. This warranty shall be null and void unless the products have been paid for in full.
4. OPTRA. or SM's authorized agents must be permitted to inspect the product and thereafter to follow OPTRA'S warranty services procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by OPTRA / SM and shall be final binding upon the parties.

Exclusions

1. This warranty does not cover damages caused by mishandling, misuse, and damage from excessive heat or uneven exposure to weather conditions physical or chemical abuse, chemical damage, or uses of products exposed to outside weather and climate conditions.

2. This warranty does not cover damage or injury caused in whole or in part by acts of God, climate, job site conditions, architectural and engineering design, structural movement, acts of vandalism, accident, war.

3. 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.

4. This warranty does not cover natural variations in the 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, dealers and fabricators are only representative and not an exact replication of what will be installed in your home.

5. This warranty does not cover scratches. OPTRA 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. F. This warranty does not cover what is referred to as spots or blemishes smaller than a U.S. dollar coin. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

6. This warranty does not cover thermal shock, seam appearance and/or seam performance, improper, insufficient or poorly designed support, cabinets, structures or substrates for countertops. Once the product is installed, the 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. This warranty does not cover any defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.

7. This warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by OPTRA., included, but not limited to, creative use of the material (e.g. bending, curving, milling, reducing thickness), securing mechanical fasteners directly into the material, dry cutting or polishing, altering of any factory applied finish, not following the minimum requirements for edge details.

8. This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to repair or replace the OPTRA products. HONED, BRUSHED AND TEXTURED FINISHES will require more daily maintenance than our polished finishes. Since there is more exposed surface area with honed, brushed and textured finishes, metal marks, finger prints and other signs of daily living will be more apparent, especially on the darker colors. However, superficial marks like these can be removed with little effort and by using non-abrasive cleaning products such as Soft Scrub

Liquid Gel with Bleach or Comet Gel and a Scotch Brite pad. Temporary marks that are inherent to the honed finish are not covered by this Warranty.

OPTRA / SM. SHALL HAVE NO LIABILITY FOR ANY OTHER LOSS, DAMAGE OR EXPENSE, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION OF ITS QUARTZ SURFACING. IN NO EVENT SHALL OPTRA. BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR ANY SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF OPTRA. EVEN IF OPTRA. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED.

Service

To make a claim or obtain service under this Limited Warranty you must submit your claim in writing to: info@stonemartmarblegranite.com

The claim is to be submitted within fifteen (15) days of the failure of OPTRA quartz surfacing material.

Please, provide the following information:

1. Proof of purchase in the form of a copy of your original receipt or invoices showing the name of the Owner.
2. Your name, address, telephone number and e-mail address.
3. Description of the product application for which the claim is made, including the color and thickness of the product.
4. Date of purchase or date of installation, whichever is earlier.
5. Name or Retailer, Installer or Fabricator from whom you purchased the Product. A description of the claim. A OPTRA Customer Care Representative will contact you to follow up on your claim.