VIATERA Quartz Surface Limited Warranty

VIATERA Residential / Commercial 15-year Limited Warranty:
LX Hausys offers a 15-year limited warranty on VIATERA Quartz Surface, warranting that the material will be free of manufacturing defects. This warranty covers product defects for a period of fifteen years after the date of installation. If it is determined by LX Hausys or its authorized warranty service agent that a defect in the material exists within the fifteen-year period, LX Hausys will, at its sole option, repair or replace the defective VIATERA materials in accordance with the following warranty provisions and exclusions.

TERMS AND CONDITIONS:
This Limited Warranty applies only to VIATERA products in interior residential and commercial applications. This warranty applies to VIATERA Quartz surface products installed after February 20, 2009. Warranty is applicable to all products sold in North America by LX Hausys America and LX Hausys Canada.
This warranty applies to VIATERA Quartz Surface materials that have been properly maintained in accordance with the Care & Maintenance Guidelines available at: http://www.lxhausys.com.
This warranty is extended to the original purchaser and may be transferred or assigned. A purchase receipt or other proof of date of original purchase will be required before warranty service is rendered. If transferred, a new warranty registration must be submitted with proof of the original purchase. The new warranty registration will be valid for the remaining time since the original purchase.

VALIDITY OF THE WARRANTY:
- To activate this policy, it is compulsory to register the product here: http://www.lxhausys.com/us/support/warranty/viatera
- The VIATERA Limited warranty must be registered within six months of the purchase date. A copy of the consumers original receipt will be required by LX Hausys when a claim is submitted.
- To submit a claim during the valid period of the Limited Warranty: Go to http://www.lxhausys.com/ us/support/warranty-claim
- In order to assess any product claim, the policyholder agrees to allow any professional authorized by LX Hausys to enter wherever the product is installed to examine the product and take pictures of the material and installation.
- The purchaser and/or the fabricator/installer are responsible to inspect each slab for color, pattern and defects. Material with visible manufacturing defects must not be used. Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed.
- The warranty covers only manufacturing defects found to adversely affect the installation of VIATERA in interior applications. LX Hausys has the right to repair or replace any material it deems defective, at its sole discretion.
- This warranty is only applicable to the product that has been used and maintained by following the care and maintenance recommendations, as prescribed herein by LX Hausys. This warranty is only applicable to VIATERA that has been permanently installed indoors and have not been moved from the original installation.
- VIATERA is not a seamless product; seams are visible. Where there are seams, the product pattern and shade can change.

EXCLUSIONS:
1. Those products that have not been completely paid for and registered are excluded from the warranty.
2. Color variance or variations in color, shape, size, or distribution of particulates inherent in the natural quartz or natural variations in background color or pattern. Issues or occurrences that are inherent characteristics of Quartz Surface, regardless of whether viewed as a defect by the purchaser.
3. All outdoor or non-interior applications, regardless of coverage or exposure to the elements.
4. In cases where LX Hausys opts in its sole discretion to provide replacement material to satisfy valid warranty claims, LX Hausys will not be responsible for the costs of transporting material to the destination.
5. Because LX Hausys does not have control over, including but not limited to, handling, templating, fabrication, manipulation, cutting, polishing, seams, seam performance or installation, any incidental and consequential damage arising from these activities are not covered. These items are understood and agreed to be the responsibility of the independent fabricator/installer involved in each project.
6. LX Hausys highly recommends the fabricator read the Fabrication & Installation Guide before manipulating VIATERA products. This warranty does not cover any fabrication or installation cost, nor the incidental costs incurred by other trades, including but not limited to plaster work, plumbing, electrical or structural work, cabinetry, etc.
7. This warranty does not cover installed products with manufacturing defects that were, or should have been, known or visible to installers at the time of installation, including, without any limitation, possible differences of color or tone. VIATERA is made with pure natural materials. Variation in the natural stone color pattern, size, shape and shade are inherent and unique characteristics to be expected with this product.
8. This warranty does not cover any incorrect use. Damage caused by exposure, in use or otherwise, to abrasive or strong alkaline or acid or free radicals or oxidizers or the like (whether high, neutral or low pH) products is not covered, neither damages caused by exposure to excessive heat, weather or ultraviolet light or by inappropriate Care & Maintenance.
9. This warranty does not cover stains caused by exposure, in use or otherwise, to substances over pH13.
10. Use of the product in floors or other areas intended for the transit of persons or machinery is expressly excluded
11. Damage caused by any form of abuse, exposure to excessive heat, accidents, or misuse, including but not limited to scratches, stains, chips, or cracks, is excluded from the warranty.
12. Damage caused by any instability or improper support occurring in the property in which the product has been installed, including but not limited to, shifting, settling, movement of the substrate, jobsite conditions.
13. Damage caused to any materials that have been moved, removed or relocated from its original place of installation.
14. Products in which the factory applied surface finish has been altered in any way, and/or damage caused by chemicals
15. Products Installed with known or visible defects at the time of installation.

***TRUEVIEW™ EXCLUSIONS:**
1. Use of the product in fireplaces or similar is expressly excluded.
2. UV damage from direct sunlight exposure.
3. Use of approved edge details.

No other express or implied warranties of merchantability or fitness for a particular purpose are made by this warranty except for those expressly provided herein. Under no circumstances shall LX Hausys be liable for any loss or damage arising from the purchase, use or inability to use this product, or for any special, indirect, incidental or consequential damages. In no case will LX Hausys be liable for labor to remove and/or reinstall VIATERA, or other similar activities necessary to complete the replacement or removal of the defective material.

This warranty entitles the purchaser to specific legal rights. Other rights may also be available, which may vary from state to state. Some states do not permit the exclusion or limitation of implied warranties or of incidental or consequential damages, so the above limitation or exclusion may not apply to you. To know what your legal rights are, consult your local or state consumer affairs office or your state's Attorney General.