

# RESIDENTIAL LIMITED LIFETIME WARRANTY

### **WARRANTY:**

Architectural Surfaces warrants that the PentalQuartz® fabricated by a Certified Fabricator of PentalQuartz® will be free from defects and failures due to defective material and workmanship for a limited lifetime term beginning on the first day the PentalQuartz® is installed for use by the end user.

This warranty applies to PentalQuartz® that was installed after June 1, 2024, and only covers material that has been paid for in full.

Claims relating to faulty installation are not covered by this warranty and must be addressed to the installer.

This warranty applies only to materials that have been installed according to the PentalQuartz® Installation Manual located on the Supporting Documents page at PentalQuartz.com. Warranty is valid when fabricated and installed by a Certified Fabricator of PentalQuartz®, in accordance with procedures set forth by Architectural Surfaces.

This warranty applies only to PentalQuartz® quartz surfacing materials supplied by Architectural Surfaces and does not apply to any other products or materials, including other quartz surfacing products manufactured or supplied by any other party.

This Residential Limited Lifetime warranty is limited to the original purchaser of the PentalQuartz® installation. In newly constructed single-family residences where PentalQuartz® has been installed, the warranty is available to the original owner and resident and is non-transferable.

This warranty is valid for the owner of a single-family residence in which the owner is the primary occupant, and in which PentalQuartz® was originally installed. When installed in a newly constructed home, the owner/occupant taking possession of the single-family residence from the builder will be considered the owner and will have full rights under this warranty. PentalQuartz®, when fabricated and permanently installed by a Certified installer, in a single-family residence shall be covered under this warranty.

This warranty is valid only when PentalQuartz® was permanently installed and has not been moved from its original installation. This warranty does not cover any residence where the owner is not the occupant.



## **EXCLUSIONS:**

This warranty does not cover the following:

- Products installed in any outdoor application
- Products used as flooring materials
- Commercial application, including but not limited to, areas open to the public, storefront, rental properties, motel/hotels, temporary residences, office, or any other place of business
- Improper use, abuse, application, or installation, which 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, damage from improper care and maintenance, and failure to follow proper installation practices
- Scratches (PentalQuartz® 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.)
- Mitered edges where the joints were not correctly cut
- Impact damage such as cracks or chips
- Routine maintenance, such as the removal of water spots and stains, or damage that could have been avoided by performance of routine maintenance and daily care as specified in the PentalQuartz® Care and Maintenance Guidelines
- Failures due to inadequate support of the installation, including without limitation, base structures, as well as overhangs in excess of 12" for 3cm material or 8" for 2cm material
- Damage that is the result of "dry" cutting or polishing, such as chips or cracks
- Installation of PentalQuartz® by non-certified installers
- Failures that are the result of fabricator or installer deviating from the recommended installation guidelines put forth by PentalQuartz®
- Seam appearance or performance, adhesives, caulk or other accessory items resulting from shifting or movement of the substrate, cabinets or foundation, and thermal shock, which can occur when a hot pan, dish or other receptacle or object is left on the countertop for more than a brief period
- Damage caused while securing mechanical fasteners directly to the product
- Damage to the product caused by the installation of sinks and/or hardware
- Any defects that were identifiable throughout the visual inspection process but were installed anyway. (Fabricators, as part of the fabrication and installation process are required to visually inspect each slab, both prior to fabrication and again prior to installation, using the inspection criteria provided to them by



Architectural Surfaces and available at PentalQuartz.com. Defects identifiable through the visible inspection process are the responsibility of the fabricator and will not be covered under this warranty.)

- Any damage or flaws in the material that are the result of the structural degradation or modification by the fabricator, including but not limited to, bending, curving, milling or deducing the thickness of the material
- Any alterations of the finishes applied by the factory (the Fabricator will be solely responsible for any issues that arise from the modification of the factory finish, specifically the creation of honed finishes. Only those colors listed by PentalQuartz® as honed in our brochures, sample books and on our website will be eligible under this warranty. Any issues arising from the practice of "in shop" honing are the sole responsibility of the Fabricator.)
- Chips or cracks that are a result of the fabricator not following the minimum requirements for edge detail
- Additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc.
   That may be necessary to repair or replace the PentalQuartz® product covered under this warranty
- Labor, removal, fabrication, or installation of material or any other incurred costs that may be associated with the removal or reinstallation of material covered under this warranty
- Any damage that may be incurred with the material stored or installed on a construction site prior to the "owner" taking possession or any damage done to the material because of a remodel process
- 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.)
- Spots or blemishes less than 16mm (5/8") (These are a natural part of the manufacturing process, and are not considered flaws, and will not be covered under the warranty. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.)



# **WARRANTY CLAIMS:**

Following installation, you must register your product within thirty (30) days to activate your warranty. To register, you may complete the online registration at arcsurfaces.com/quartz/pentalquartz/warranty-registration.

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 Fabricator. Upon receipt, PentalQuartz® will fully honor this warranty even though no warranty is on file. To receive redress under your warranty claim, you must agree to cooperate with Dealer or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

### **WARRANTY REMEDY:**

In the event that PentalQuartz® quartz surfacing materials fail due to manufacturing defect, Architectural Surfaces will, at its sole discretion, repair or replace such materials. To request service under this warranty you must contact the company who sold you PentalQuartz® or contact Dealer within thirty (30) days of the failure of PentalQuartz® quartz surfacing materials. You may also contact Architectural Surfaces at 512.263.7625 or marketing@arcsurfaces.com within this time frame. Architectural Surfaces will seek to obtain the best possible result, whether we decide to repair or replace your installation. In the event of replacement, exact replacement of claimed material is not guaranteed due to variations in the manufacturing process and color drops by either Architectural Surfaces or the supplier. This warranty covers the replacement of defective material for the duration of the original warranty. It does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incidental costs that may be associated with the removal or reinstallation of material covered under this warranty.

All decisions regarding this warranty and warranty claims are at the sole discretion of Architectural Surfaces. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Architectural Surfaces with respect to PentalQuartz® quartz surfacing products.

# Use of acetone on PentalQuartz® surfaces will void this warranty.

HONED FINISHES: PentalQuartz® offers a wide range of colors, and a few finish options. Just as each finish has a different look, it also has slightly different characteristics. Honed quartz surfaces require slightly more maintenance than our polished finished materials. Since the Honed finish creates more surface area to the material, it has the potential to show more signs of living from daily use. Possible marks from metal cookware or utensils; fingerprints, food and beverages, and other items placed on, or moved across the countertop, may be visible on the surface. Most marks can be easily removed with a cloth or sponge, or by using household cleaners such as a cleaning eraser or carefully scrubbing with a sponge and a non-abrasive cleaner such as Soft Scrub Advanced Cleaner®. Over time the Honed finish will develop character and a patina unique to each customer. These finishes can be cleaned using the same products and methods as other finishes, please see our care and maintenance guide



on our Supporting Documents page of our website, arcsurfaces.com/Supporting-Documents. This warranty issued by Architectural Surfaces for PentalQuartz® covers manufacturing defects, however the temporary marks that commonly occur on the Honed finish is inherent to the material and is not covered under the terms of the warranty.

We highly recommend the occasional application of a Quartz Nanoguard countertop protector on all honed and textured surfaces. This product will assist in the mitigation of unfavorable appearance characteristics that may result from normal everyday use. Please reach out to your PentalQuartz® dealer for information on where to purchase these products. Sealers made for use on natural stone surfaces are not a substitute for Quartz Nanoguard countertop protector and should never be used on quartz surfacing.

PentalQuartz® materials contain important product information on the back of each slab. Removing this product information will void the warranty.

Architectural Surfaces is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, structural movement, acts of vandalism or accidental incidences.

## **WARRANTY DISCLAIMER:**

THE FOREGOING IS THE COMPLETE WARRANTY FOR PENTALQUARTZ® 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 PENTALQUARTZ® AND ARCHITECTURAL SURFACES, EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINICAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCAHNTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Architectural Surfaces shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising our of the use or the inability to use the products covered by this warranty. Some states do not allow exclusions or limitation of incidental damages, so the above limitations or exclusions 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.