



## **Cosmos Quartz 10 Year Limited Warranty**

Cosmos Surfaces warrants Cosmos Quartz to be free of manufacturing defects from the date of fabrication through installation by an authorized Cosmos Quartz Fabricator for a period of 10 years. This warranty applies only to the original consumer purchaser and is non-transferrable.

Decisions regarding the applicability of the warranty are at the sole discretion of authorized representatives of Cosmos. Dealers, fabricators, salespersons or any other persons are not authorized to make any warranty claims promises on behalf of Cosmos.

If Cosmos determines that Cosmos Quartz has failed due to a manufacturing defect, Cosmos will either repair or replace the material as Cosmos may deem appropriate in its sole discretion. Material replacement is not guaranteed to be a color match, nor will any financial compensation be extended.

The Cosmos Quartz warranty is only applicable where the Cosmos Quartz has been maintained according to the Cosmos Quartz Care & Maintenance procedures set forth below.

## **General Terms and Conditions**

This warranty only applies to Cosmos Quartz materials that have been permanently installed and not moved from a previous installation

Claims under this warranty must be made to the Cosmos location who sold the Cosmos Quartz within 14 days after the defect first appears.

A receipt, proof of purchase, or other documentation must be presented showing the date of original purchase, the date of installation, and establishing that the Cosmos Quartz installation was performed by an authorized installer.

This warranty does not apply to installations where the purchaser decides that they do not like the color selected.

This warranty applies to product purchased and installed after January 1, 2019.

This warranty applies solely to Cosmos Quartz surfaces and does not apply to any other products including sinks, faucets or any other added appliance, as well as any engineered stone products, manufactured or supplied by any other party except Cosmos.

You must permit Cosmos or Cosmos' authorized agents to inspect the installation of the product. Cooperation is imperative with Cosmos in Cosmos' efforts to perform its obligations under this warranty.



### **What this Limited Warranty DOES NOT Cover:**

- Materials and/or services not paid in full
- Product used as flooring
- Residences where the owner is not the occupant
- Product used in outdoor applications
- Abuse or improper use but not limited to
  - Damage from excessive heat
  - Uneven exposure to weather conditions
  - Physical or chemical abuse
  - Improper care and maintenance
  - Mishandling of the product
- Seam appearance and performance, caulk or other accessory items
- Cutouts and L/U-shaped countertops that have less than 3/8" radius at the inside corners
- Shifting, settling, and movement of the material, cabinets or foundation
- Thermal shock - trivets or hot pads should always be used
- Chips at edges caused by impact damage
- Scratches due to cutting on the Cosmos Quartz surface - Cutting boards should always be used
- Chemical damage
- Failures due to improper fabrication and/or installation
- Visible defects that were not avoided at the time of fabrication. Fabricators are required to inspect Cosmos Quartz surfaces prior to fabrication and again at installation
- Thermal bending or curving
- Material reduced in thickness
- The securing of mechanical fasteners in the material
- **The removal of slab identification on the back of the slab voids the warranty**
- Cosmos is not responsible for vandalism, acts of God, job site conditions, structural movement, architectural/engineering designs or accidents
- Transportation, freight, demolition, tear-out, reinstallation, disposal, fabrication or any costs beyond the cost of material
- Costs incurred for but not limited to electrical, tile, plumbing, painting, cabinets, flooring that may be necessary to modify/change, remove or replace in the act of rectifying a Cosmos Quartz defect
- Failure due to inadequate support
- Variations in the size, color, shape and distribution of the manufactured pattern - Color samples are only a representation and are not a guarantee of the installed Cosmos Quartz
- Stray particulate, most notably dark particulate in a white background) of a size less than 3mm in length or diameter is not considered a manufacturing defect
- Decorative particulate (most notably decorative silver particulate) that has flipped to its



backside in the manufacturing process and is less than 4mm in length or diameter is not considered a manufacturing defect

- Cosmos Quartz exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way
- “Abnormal use or conditions” include, but are not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, and damage from improper care and maintenance. Improper care of Cosmos Quartz may result in staining, scratching, chipped surface, cracking or seam separation which are cannot as manufacturing defects

Cosmos Granite shall not be responsible in either contract or tort for any loss of direct or indirect, consequential, incidental, exemplary or punitive damages arising out of the use or the inability to use Cosmos Quartz covered by this warranty.

Cosmos is not responsible for damage or injury caused in whole or in part by weather or climate, job site conditions, architectural and engineering design, structural movement or settling, acts of god or vandalism or accidents.

The foregoing is the complete warranty for Cosmos 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 Cosmos Quartz, and Cosmos Surfaces expressly disclaims all warranties not stated herein to the extent permitted by applicable law.

## **Registration**

You must register your quartz product within 30 calendar days from date of purchase either by registering the warranty online at [www.cosmosurfaces.com](http://www.cosmosurfaces.com) or by contacting the Cosmos location that sold the Cosmos Quartz. Contact details for the facility can be found at [www.cosmosurfaces.com](http://www.cosmosurfaces.com). To request service under this warranty you must contact the Cosmos facility from which you purchased the Cosmos Quartz.