

Residential 15 Years Warranty

Because your peace of mind is a top priority, we provide every client with a 15 years warranty for every Briskstone quartz surface product we supply. This means that we completely support our product, and that we are always at your service to answer queries, solve problems and ensure you derive maximum satisfaction from your Briskstone product.

BRISKSTONE - Residential 15 Yeas Warranty

Briskstone Quartz Ltd. ("Briskstone") of Unit 5-240 bartor Rd, ON, will warrant from the original date of installation in the interior of your residence.

Briskstone's sole responsibility and liability under this warranty shall be to repair or replace, at Briskstone's option, the products shown to be defective, during the warranty period. Briskstone shall have no liability for any other loss, expense or damage, as a result of the installation of Briskstone. Under no circumstances shall Briskstone be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

This Residential 15 Years Warranty is available only to the original owner of a single family residence in which Briskstone quartz surfacing materials have been originally installed.

To request service under this warranty, the original owner must provide Briskstone with prompt notice with any alleged defects that appear of such materials. Briskstone or its authorized agents must be permitted to inspect the product and to follow the warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Briskstone and shall be final and binding on all parties.



Terms and Conditions

This warranty applies to Briskstone quartz surfacing material that was installed after August 1st, 2021.

- 1. This warranty applies only to Briskstone quartz surfacing materials and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party, except Briskstone.
- 2. This warranty applies only to Briskstone quartz surfacing materials that have been permanently installed in the interior of single-family residences and have not been moved from their original installation. 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.
- 3. This warranty does not apply to any residence where the owner is not the occupant. This warranty does not apply to materials and/or services that have not been paid in full.
- 4. This warranty applies only to materials that have been maintained according to the Briskstone Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.briskstonequartz.com. These may be revised from time to time as new products for care come on the market.
- 5. You must register your Briskstone quartz surfacing material within thirty (30) days from date of installation in order to activate your warranty. If you have not registered, when requesting service under this warranty 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 Briskstone-authorized fabricator.



- 6. You must agree to cooperate with Briskstone or its authorized agents in the inspection of the material and assist us in efforts to perform our obligations under this warranty.
- 7. This warranty is transferable under the following conditions: The original or first owner must have initially registered the warranty with Briskstone as specified above. The original or first owner must submit to Briskstone in writing the name, address and phone number of the new owner. We will decide whether the new owner will receive a prorated 2-year limited warranty, which is prorated from the original date of installation. In no event will the transferred warranty exceed two (2) years from the date of the original installation.
- 8. In the event that Briskstone quartz surfacing materials fail due to a manufacturing defect, Briskstone will, at its sole discretion, repair or replace such materials. Briskstone will seek to obtain the best possible result. However, exact color match is never guaranteed.
- 9. All decisions regarding this warranty are at the sole discretion of Briskstone. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Briskstone with respect to Briskstone quartz surfacing materials.

Exclusions: This warranty does not cover

1. 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. Briskstone quartz surfacing materials installed in any outdoor application.
- 3. Briskstone quartz surfacing materials used as flooring material.



4. Improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling of the material, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, damage from improper care or maintenance, and chips or other excessive impact damage.

5. Labor to remove, fabricate and/or reinstall Briskstone quartz surfacing materials, or other similar activities necessary to complete the replacement or removal of the defective material.

6. Scratches. Briskstone quartz is a very hard material and highly scratch-resistance but not 100% scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.

7. Routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Briskstone online Care & Maintenance Guidelines at www.briskstonequartz.com Failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by Briskstone. Improper fabrication and/or installation are the sole responsibility of the fabricator and/or installer.

8. 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.

9. Seam appearance or seam performance, adhesives, caulk or other accessory items. Once the material 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 countertop for more than a brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.



- 10. Any creative use of the material including bending or curving.
- 11. Material that has been milled or reduced in thickness.

12. The installation of sinks, other plumbing fixtures or appliances.

13. Securing mechanical fasteners directly into the material.

14. Any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by Briskstone which are inadequately supported.

15. Any chips or cracks, including, but limited to, those that are a result of "dry" cutting or polishing, or not following the minimum requirements for edge details.

16. Material that fails due to any manufacturing defect when fabricated and installed by fabricator, including, but limited to, mitered edges where the joint is not cut correctly.

17. The altering of any factory applied finish. Any issues arising from the practice of "in-shop" honing are the sole responsibility of the fabricator.

18. Temporary marks that are common to honed finishes such as metal marks, fingerprints or other signs of daily living. A signed "Special Care Considerations for Briskstone Honed Finishes" form is required to be submitted to Briskstone or its assigns if a honed finish is requested from the fabricator to acknowledge that you are informed of this warranty exclusion. This form must be signed by the end user/owner of the finished installation.



19. Additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the Briskstone quartz surfacing materials covered under this warranty.

20. 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 material. Color samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed.

21. Small irregular "spots" or "blemishes" relative to the matrix of the colour smaller then a ten-cent(10) piece. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

22. Briskstone shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair or replacement of a defective Briskstone slab covered under this warranty.

23. This warranty does not cover L-shaped or U-shaped countertops without a join on the inside corner.

24. This warranty does not cover damages caused by work such as plumbing, electrical, tile, cabinets, flooring, etc.

25. This warranty does not cover product that has been moved from its original installation location.

Briskstone quartz surfacing materials contain important product information on the back of each slab. Removing this product information will void the warranty.



Briskstone 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.

Not applicable in Quebec. Briskstone shall not be responsible in either contract or tort for any loss or direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the Briskstone quartz surfacing materials covered by this warranty. Some provinces do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

THE FOREGOING IS THE COMPLETE WARRANTY FROM BRISKSTONE AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN.

NOT APPLICABLE IN QUEBEC OR SASKATCHEWAN: EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO BRISKTONE MATERIALS AND BRISKSTONE EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME PROVINCES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from province to province.