

RESIDENTIAL 10 YEAR WARRANTY

Guava Leaf Inc. ("Guava Leaf") warrants to the owner of the original installation that Guava Quartz surfaces, when installed in accordance with current published procedures by a Guava Quartz Qualified Fabricator/Installer, shall be free from material defects in manufacturing for a period of ten (10) years from the date of completion of the installation of the Guava Quartz surface.

Guava Leaf's sole responsibility and liability under this warranty shall be to repair or replace, at Guava Leaf's sole discretion, the products shown to be defective, during the warranty period. Guava Leaf shall have no liability for any other loss, expense or damage, as a result of the installation of Guava Quartz. Under no circumstances shall Guava Leaf 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 10 Year Warranty is available only to the original owner of a single family residence in which Guava Quartz has been originally installed. In the case of a newly constructed single-family residence, this warranty is available to the "first" owner purchasing the residence with Guava Quartz permanently installed and is transferable according to the terms and conditions stated below.

Guava Leaf makes no express or implied warranty including, without limitation, the warranties of merchantability, fitness for a particular purpose, or from any other course of dealing or trade usage regarding the product. No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

Once Guava Quartz is installed, you must register your product within thirty (30) days by completing the online form at www.guavaquartz.com. Guava Leaf or its authorized agents must be permitted to inspect the product and to follow the warranty procedures. Guava Leaf is not responsible for any other costs that could be associated with the repair or replacement of material, including but not limited to: transport, removal, disposal, fabrication, installation, repair or replacement of collateral damage. Guava Leaf cannot guarantee an exact color match to existing product. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Guava Leaf and shall be final and binding on all parties.

TERMS AND CONDITIONS:

- 1). This warranty applies only to Guava Quartz surfacing materials that are supplied by Guava Leaf. In no way does it apply to any other products or materials supplied by another manufacturer or supplier. Nor does it apply to any quartz products other than Guava Quartz.
- 2). This warranty applies only to Guava 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 cover any residence where the owner is not the occupant.
- 4). This warranty is transferable under the following conditions: The original or first owner must have initially registered the warranty with Guava Leaf as specified above. The original or first owner must submit to Guava Leaf in writing the name, address and phone number of the new owner. The new owner will receive a prorated 10-year limited warranty, which is prorated from the original date of installation. In no event will the transferred warranty exceed ten (10) years from the date of the original installation.
- 5). This warranty does not cover materials that have not been paid for.
- 6). This warranty only applies to materials that have been maintained according to the Guava Quartz Care and Maintenance Guide.

- 7). This warranty is not transferable. Under no circumstances shall this warranty exceed ten (10) years from the date of installation. This warranty is issued to the original owner of the structure in which the Guava Quartz was installed and expires upon transfer of the ownership of the structure to a third party.
- 8). You must register your installation by registering the warranty online at www.guavaquartz.com within thirty (30) days of installation. 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 Guava Quartz Qualified Fabricator/Installer. Upon receipt of your original receipt or invoice showing the name of the Owner, Authorized Dealer and Guava Quartz Qualified Fabricator/Installer, Guava Leaf will fully honour this warranty even though no warranty is on file. You must agree to cooperate with Guava Leaf or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.
- 9). To request service under this warranty, you must contact the company who sold you Guava Quartz or contact Guava Leaf directly at sales@guavaquartz.com within thirty (30) days of failure of Guava Quartz surfacing materials.
- 10). All decisions regarding this warranty are at the sole discretion of Guava Leaf and will be communicated to the end user promptly.
- 11). Laws and building safety codes governing the design, engineering and construction of installations vary widely. Guava Leaf assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.

EXCLUSIONS:

- 1). This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by Guava Leaf. Improper fabrication and installation is the sole responsibility of the fabricator/installer.
- 2). This warranty does not cover routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the Care and Maintenance Guide.
- 3). This warranty does not cover products installed in outdoor applications.
- 4). This warranty does not cover flooring applications.
- 5). This warranty does not cover improper use or abuse.
- 6). This warranty does not cover spots or blemishes, which are inherent in the manufacturing process, that are smaller than 20mm in diameter. Any defects that were identifiable through the visual inspection process, but were installed anyway, including but not limited to color variance, are the responsibility of the fabricator and will not be covered under this warranty.
- 7). This warranty does not cover labour to remove, fabricate and/or reinstall Guava Quartz, or other similar activities necessary to complete the replacement or removal of the defective material.
- 8). This warranty does not cover "honed" finishes or finishes that have been altered.
- 9). This warranty does not cover seam appearance or seam performance, or mitered edges where the joint is not cut correctly.
- 10). This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, etc that may be necessary to repair or replace the Guava Quartz product covered under this warranty.
- 11). This warranty does not cover damage caused by mishandling, misuse, and damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, or uses of products exposed to outside weather or climate conditions.
- 12). This warranty does not cover 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.
- 13). This warranty does not cover chips or other excessive impact damage in the product.

- 14). This warranty does not cover scratches. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
- 15). This warranty does not cover any creative use of the material including bending or curving, or material that has been milled or reduced in thickness.
- 16). This warranty does not cover the installation of sinks, securing mechanical fasteners directly into the material, or any other failures due to inadequate support for the installation.
- 17). This warranty does not cover any chips or cracks that are a result of cutting or polishing or that are a result of not following the minimum requirements for edge details.

Guava Leaf shall not be responsible in either contract or tort for any loss of direct, consequential or incidental damages arising out of the use or the inability to use the products covered in this warranty. This is the only product warranty made by Guava Leaf. No dealer, fabricator, distributor or any other person is authorized to make any warranty, promise or representation on behalf of Guava Leaf.

The foregoing is the complete warranty for Guava 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 Guava Quartz and Guava Leaf expressly disclaims all warranties not stated herein, including, to the extent permitted by applicable law, any warranty that may exist under national, state, provincial or local law including but not limited to any implied warranty of merchantability or fitness for a particular purpose.