

COMMERCIAL LIMITED 10 YEAR WARRANTY

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Commercial Limited 10 Year Warranty

The following is considered the agreement on terms and conditions of warranty between you – the customer and VICOSTONE JOINT STOCK COMPANY (hereinafter referred to as "VICOSTONE")

You acknowledge that you have read, understood, and agreed to all terms and conditions of this warranty before ordering any VICOSTONE® QUARTZ SURFACES materials.

VICOSTONE, at its sole discretion, warrants any VICOSTONE® QUARTZ SURFACES slab against manufacturing defects for A PERIOD OF TEN (10) YEARS from the original date of installation.

This warranty is non-transferable. It is issued to, and only warrants to, the Original Registered Owner of the structure in which VICOSTONE® QUARTZ SURFACES were originally installed.

For your warranty to be in effect, you must contact your local distributor from whom you purchased your product to activate your warranty within thirty (30) days of installation. Alternatively, you can manually activate your warranty by registering the installed material at our website: **www.vicostone.com.**

Scope of Warranty Application

- 1. This warranty applies only to VICOSTONE® QUARTZ SURFACES that are produced by VICOSTONE and its affiliates and provided by VICOSTONE's official distributors.
- 2. VICOSTONE warrants only materials that are permanently installed and used in commercial structures that have not been moved or altered from where they were originally installed.
- 3. This limited warranty applies only to materials that have been paid in full. VICOSTONE® QUARTZ SURFACES must be maintained in accordance with Care and Maintenance guidelines set forth by VICOSTONE, to be eligible under this warranty. Any form of abuse will void claims related to defects.

Warranty Exclusions

- VICOSTONE does not warrant any products that are used outdoors or in weather conditions that are
 out of the ordinary limitations of the products. Direct and constant exposure to the sun may cause
 differences in the appearance of the material and therefore should be avoided.
- 2. This warranty does not cover VICOSTONE® QUARTZ SURFACES that are used as material for flooring, or are installed in boats, ships, recreational vehicles, steam rooms and/or indoor pools.
- 3. VICOSTONE does not provide a warranty for products with special finishes (including honed, leather, eggshell or brushed finishes). These products require extra care in daily use and maintenance, thus, they are not recommended for public or commercial projects.
- 4. VICOSTONE does not warrant issues or failures relating to transportation, fabrication or installation of the material including, but not limited to, appearance or performance of seams, caulking, etc. Please contact your fabricator/installer for such claims.
- 5. This limited warranty does not cover products exposed to abnormal use or conditions, or abuse in any way. "Abnormal use or conditions" includes, but is not limited to, cracks that occur from thermal shock from the use of hot pots, skillets or other hot items placed directly on the surfaces; damage caused by exposure to ultraviolet light, physical or chemical abuse, acid etching, damage from chipping, cracking, scratches, impact damage or breakage due to improper maintenance and customer abuse.

Warranty Exclusions

- 6. VICOSTONE cannot be held responsible for temporary marks, including but not limited to fingerprints, cup stains, or other stains/marks resulting from daily use of these materials. Some marks are extremely difficult to remove if left on VICOSTONE® QUARTZ SURFACES, especially on surfaces with special finishes, such as honed, leather, eggshell, or brushed finishes, without cleaning effort within the first 24 hours. Please read our care and maintenance guide carefully to determine the best maintenance method.
- 7. VICOSTONE will not warrant any damages or flaws of the material that are the result of modification of the materials including, but not limited to, bending, curving, milling, reducing the thickness of the materials or altering any factory-applied finishes. This warranty does not cover any repairs, modifications to VICOSTONE® QUARTZ SURFACES not made by VICOSTONE nor does it cover any materials or products that have been applied, fastened, glued, or adhered in any other way to the VICOSTONE® QUARTZ SURFACES.
- 8. VICOSTONE or its official distributors may provide you with samples for general selection. However, samples are only representative and are not an exact replication of what will be installed in your home. Variations in color, gloss, finish, size, shade, shape, and pattern distribution of natural material, and the tone of background, are inherent and unique characteristics to be expected with this product. Therefore, this limited warranty does not cover these differences between samples and your purchased products. In addition, VICOSTONE does not warrant any products that you, the customer, decide do not like after installation due to colors, edging styles or other opinions based on personal preferences. If you have any questions regarding VICOSTONE's products and/or designs, please contact VICOSTONE directly or its official distributors.
- 9. This limited warranty does not cover requests to repair or replace VICOSTONE® QUARTZ SURFACES due to any additional or supplemental repairs or modifications, such as plumbing, electrical, tile or wall surface modifications.
- 10. VICOSTONE is not responsible for any damages or injuries caused in whole or in part by acts of nature, job site conditions, architectural and engineering designs, structural movements, acts of vandalism, or accidents.
- 11. VICOSTONE® QUARTZ SURFACES are produced from pure natural aggregates adhered with polyester resin with color powder. Thus, some issues may arise from the materials' properties, such as small spots, irregular particle distribution or discoloration on the surfaces. These do not affect the structure or integrity of the material and are not considered manufacturing defects or material failures. Therefore, they are not covered by this warranty.

Terms and Conditions of This Warranty's Procedure

In the event that VICOSTONE® QUARTZ SURFACES are alleged to fail due to manufacturing defects, you – the Original Registered Owner – need to contact the entity from whom you purchased your product to claim your warranty within fifteen (15) days. VICOSTONE does not warrant any products for which claims are submitted after this 15-day period.

To respond to your claim, VICOSTONE or its authorized agents must be permitted to inspect any material that may be or is part of the claimed product. If such permission is declined, VICOSTONE will not proceed to warrant your product.

If a failure occurs due to a manufacturing defect, VICOSTONE or its authorized agents reserve the right to all decisions regarding the warranty of your product, including the decision to repair or replace the material.

VICOSTONE is the manufacturer of VICOSTONE® QUARTZ SURFACES. We only sell products in slab form. Thus, in case of replacement, we will only be responsible for providing free VICOSTONE® QUARTZ SURFACES in slabs, equivalent to the number of defective slabs. To the maximum extent permitted by law, VICOSTONE does not cover the costs for transportation, fabrication, installation, or any other costs resulting from direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use of, or inability to use VICOSTONE® QUARTZ SURFACES.

Exact color, consistency, and shade may vary from slab to slab, and we cannot guarantee that the replaced material will exactly match the originally installed material. Under the terms of this warranty, VICOSTONE, at its sole discretion and based on its current stock for replacement, reserves the right to provide replacement material with a color and design match that is as close as reasonably possible to the original material. Should the product be unavailable or discontinued, a suitable replacement will be provided using material of the same quality and price range as the warranted product.

Validity

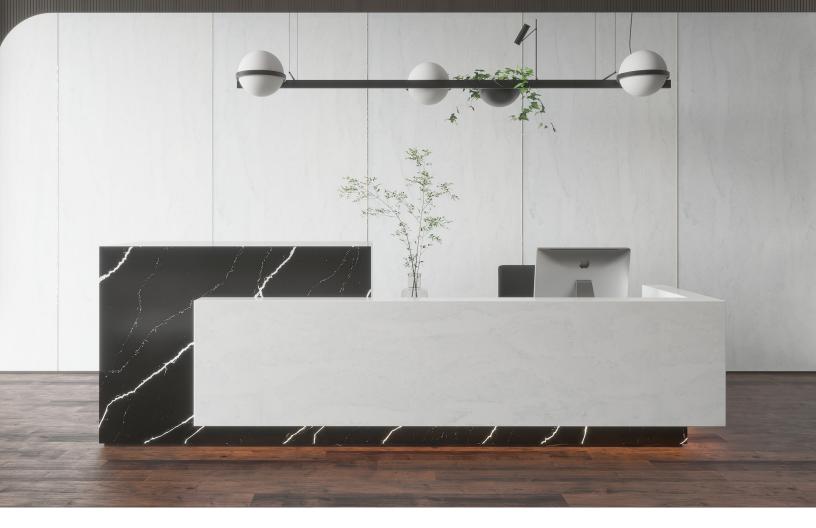
The above represents the entire commercial warranty for the VICOSTONE® QUARTZ SURFACES material and will supersede any other warranty or representation, both oral and written. VICOSTONE disclaims any and all other warranties that have been made with respect to VICOSTONE® QUARTZ SURFACES. No other person, company, representative, dealer, fabricator, or distributor is allowed to make any promises or commitments regarding terms and conditions of warranty for VICOSTONE® QUARTZ SURFACES.

VICOSTONE reserves the right, at its sole discretion, to change, modify, add or remove portions of this Warranty, at any time without notice to you. These changes, modifications, additions or removals will take effect as they are announced on the VICOSTONE website: **www.vicostone.com** and will be applied for all VICOSTONE® QUARTZ SURFACES which are sold thereafter. Regarding any material which is sold before such changes, modifications, additions or removals, you have the right to choose either the previous warranty policy or the latest version.

Applicable Law

The terms and conditions of this limited warranty are governed by the laws of Socialist Republic of Vietnam. VICOSTONE is not liable or responsible for any conflicts with the consumer protection laws of your country/territory of residence. If any terms of this warranty are found by a competent judicial authority to be unenforceable in any respect, the validity of the remainder of this warranty will be unaffected. You agree to submit to the jurisdiction of the courts located in Vietnam, for the resolution of all disputes arising from or related to this warranty.





Contact Us

To obtain the best service under this limited warranty, contact the entity from whom you purchased your VICOSTONE® QUARTZ SURFACES or contact VICOSTONE directly via:

VICOSTONE JOINT STOCK COMPANY

Office: Hoa Lac Hi-Tech Park, Hoa Lac Commune, Hanoi, Vietnam

Tel: +842 433 685 826 | **Fax:** +842 433 686 652

Email: support@vicostone.com **Website:** www.vicostone.com