



## 10 Year Commercial Warranty

### Terms & Conditions

This warranty applies to product that was installed after October 7, 2014.

This warranty only covers materials that have been paid in full.

Architectural Surfaces Group (ASG) offers this warranty to the owner of the property at the time of installation and covers failure of MetroQuartz due to manufacturing defects. Claims relating to faulty installation are not covered by this warranty and must be addressed with the installer.

Warranty is valid when fabricated and installed by a Certified Fabricator of MetroQuartz, in accordance with procedures set forth by Architectural Surfaces Group (ASG), for a period of ten (10) years from the original installation date.

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. In all cases, resolution of the claim, whether repair or replacement, is at the sole discretion of Architectural Surfaces Group (ASG).

This warranty applies only to MetroQuartz quartz surfacing materials supplied by ASG and does not apply to any other products or materials, including other quartz surfacing products manufactured or supplied by any other party.

This warranty applies only to MetroQuartz surfacing materials that have been permanently installed in commercial structures and that have not been moved from the original installation. Commercial property shall be defined as any property where commercial transactions occur or where the owner is not the primary occupant. This includes, but is not limited to: areas open to the general public, rental properties, buildings designed for business use, motels/hotels, and other temporary residence applications.

This warranty is not transferable. Under no circumstances shall this warranty exceed ten (10) years from the date of installation. This warranty is limited to the original purchaser of the MetroQuartz installation issued to the original owner of the structure in which the MetroQuartz was installed and expires upon transfer of the ownership of the structure to a third party.

To request service under this warranty you must contact the company who sold you MetroQuartz or contact Dealer within thirty (30) days of the failure of MetroQuartz quartz surfacing materials. You may also contact ASG at 512.263.7625 within this time frame.

This warranty applies only to materials that have been maintained according to the MetroQuartz Care & Maintenance guidelines. These guidelines are available on the Resources page at [www.MetroQuartz](http://www.MetroQuartz).

This warranty applies only to materials that have been installed according to the MetroQuartz Install Manual. This manual is available on the Resources page at [www.MetroQuartz](http://www.MetroQuartz).

Following installation, you must register your product within thirty (30) days in order to activate your warranty. To register, you may complete the online registration at [www.metroquartz.com/warranty-registration](http://www.metroquartz.com/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, MetroQuartz will fully honor this warranty even though no warranty is on file. In order 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.

In the event that MetroQuartz quartz surfacing materials fail due to a manufacturing defect, ASG will, at its sole discretion, repair or replace such materials. ASG will seek to obtain the best possible result, whether we decide



to repair or replace your installation. In the event of replacement, exact color match to claimed material is not guaranteed due to variations in the manufacturing process. This warranty covers the replacement of the

defective material. 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 are at the sole discretion of ASG. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of ASG with respect to MetroQuartz quartz surfacing products.

**HONED & ATLANTIS FINISHES:** MetroQuartz not only offers you a wide range of colors, but also a few finish options as well. Just as each finish has a different look, it also has slightly different characteristics. MetroQuartz is a beautiful and durable non-porous surface. Some colors are available in a Honed or Atlantis finish, which requires slightly more maintenance than our polished finished materials. Since the Honed and Atlantis finishes actually create 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 and Atlantis finishes 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 at: [metroquartz.com](http://metroquartz.com). This warranty issued by ASG for MetroQuartz covers manufacturing defects, however the temporary marks that commonly occur on Honed and Atlantis finishes are inherent to the material and are not covered under the terms of the warranty.

### Exclusions

This warranty does not cover products installed in any outdoor application.

This warranty does not cover products used as flooring material.

Improper use, application, or installation will shorten the lifespan of the product and as such will not be covered by this warranty. Improper use or abuse 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.

This warranty does not cover scratches. MetroQuartz is a very hard material and highly scratch resistance but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.

This warranty does not cover mitered edges where the joints were not correctly cut.

This warranty does not cover impact damage; such as cracks or chips.

This warranty does not cover 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 MetroQuartz Care & Maintenance Guidelines.

This warranty does not cover failures due to inadequate support of the installation, including, without limitation: base structures, as well as overhangs in excess of 16" for 3cm material or 8" for 2cm material.

This warranty does not cover damage that is the result of "dry" cutting or polishing, such as chips and cracks.

This warranty does not cover installations of MetroQuartz by non-certified Installers.

This warranty does not cover failures that are the result of the fabricator or installer deviating from the recommended installation guidelines put forth by MetroQuartz.



This warranty does not cover seam appearance or performance, adhesives, caulk or other accessory items. Once the product 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.

This warranty does not cover damage caused while securing mechanical fasteners directly to the product.

This warranty does not cover damage to the product caused by the installation of sinks and/or hardware.

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 Group and available at MetroQuartz.com. Any defects that were identifiable through the visual inspection process, but were installed anyway, are the responsibility of the fabricator and will not be covered under this warranty.

This warranty does not cover 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 reducing the thickness of the material.

This warranty does not cover any alteration 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 MetroQuartz as available 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.

This warranty does not cover chips or cracks that are a result of fabricator not following the minimum requirements for edge details.

This warranty does not cover additional modifications such as plumbing, electrical, tile, cabinets, flooring, etc. that may be necessary to repair or replace the MetroQuartz product covered under this warranty. This warranty does not cover labor, removal, fabrication, or installation of material, nor does it cover any other incurred costs that may be associated with the removal or reinstallation of material covered under this warranty.

This warranty does not cover 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.

This warranty does not cover what is referred to as spots or blemishes smaller than a U.S. ten (10) cent piece. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

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

ASG 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.

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



This warranty does not cover any damage that may be incurred while the material is stored or installed on a construction site prior to the “owner” taking possession. Nor does this warranty cover any damage done to the material as a result of a remodel process.

THE FOREGOING IS THE COMPLETE WARRANTY FOR METROQUARTZ 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 METROQUARTZ AND ARCHITECTURAL SURFACES GROUP. 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. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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