

# SG Quartz - Limited 20 year Terms Of Warranty

This warranty is given by: The Stone Group Ltd

Phone: +64 2122 46251

sales@thestonegroup.co.nz

www.thestonegroup.co.nz

### The Warranty

We undertake to warrant SG Quartz (known thereafter as the 'Product') has the utmost durability and practicality. In the unlikely event of a defect arising from the manufacture of the Product, in addition to your rights under standard NZ Consumer Law, The Stone Group Ltd will do its utmost to provide a fair and reasonable outcome to all customers covered by this Warranty.

#### Product Appearance, Care and Specifications

The Product is manufactured from natural materials. Each slab is unique and may contain variations in shading and the distribution and appearance of quartz. These variations are naturally occurring characteristics of the material, i.e. (that is), the appearance of each slab will also vary depending upon lighting conditions, placement and viewing angle.

The SG Quartz care and maintenance guide is accessible on the website: www.thestonegroup.co.nz

#### **SG Quartz Warranty**

**1.** In addition to your rights under standard NZ consumer law, SG Quartz offers an additional 20 year limited warranty.

**2.** SG Quartz warrants that if the Product, is defective as a result of the manufacture of the Product and:

a. The Product was purchased from The Stone Group Ltd

b. You have paid for the Product in full

c. The Product has remained installed at the same location at which it was first installed

**d.** The Product has been installed, maintained, used and protected in the manner recommended at the time of installation, purchase of the Product and you have registered the Warranty

The Stone Group Ltd will, at its sole discretion either:

a. Repair the Product

**b.** Replace the Product with a new Product from the same range as that being replaced, or if that range is no longer available then a reasonably similar range

c. Refund you the price you paid for the Product (slab only)

The limited Warranty is provided for a period of 20 years

#### What the SG Quartz Warranty does not cover

**5.** The Warranty does not cover defects, or any damage, arising out of anything done to 'the Product' after its manufacture and installation, including:

- a. Installation of 'the Product' or any accessories upon the Product
- **b.** Bending or curving of 'the Product' as part of the installation process
- c. Laminations applied to 'the Product'

d. Milling of 'the Product', including the milling of grooves or drainage channels

**e.** Use of adhesives (including ridged adhesives), caulking materials, or mechanical fasteners (or any other material deemed unsuitable by The Stone Group Ltd), upon 'the Product'

f. Performance or appearance of a join

**g.** Wear and tear on 'the Product', the exposure of 'the Product' to heat, improper use or abuse, excessive force or abrasive or corrosive substances

**h.** Smudges, fingerprints and other superficial marks in relation to the Product are not deemed defects under the warranty.

i. Failing to care for 'the Product' in accordance with our

guide for the care and maintenance of 'the Product' as at the time of purchase of 'the Product'.

**6.** The Warranty does not cover cracks, chips or scratches unless they were caused by a defect in 'the Product'.

- **a.** A crack is not a defect if it (amongst other things)
  - i. is caused by excessive weight being applied to the surface (such as someone standing or sitting on 'the Product')
  - ii. is caused by thermal shock such as placing a hot saucepan, iron or other hot object, directly on 'the Product'
  - iii. Is caused by inadequate support being used under 'the Product'
  - iv. is caused by the supports used under 'the Product' moving or shifting
  - v. emanates from a cut-out section of 'the Product' (such as a cut out area for a sink or hotplate) (cracks of this type are caused by the cut-out, they are not a defect in 'the Product').

**b.** A chip or a scratch is not a defect if it is caused by external force,

unless The Stone Group Ltd considers the force to be negligible.

**7.** The Warranty is limited to the repair, replacement or refunding of 'the Product'. If 'the Product' is replaced, the Warranty does not cover costs incurred and relating to installation, milling, joining, bending or laminating 'the Product'. The Warranty does not cover any other losses arising out of a defect in 'the Product'.

## When the Warranty does not apply

The Warranty does not apply if 'the Product' is stored uncovered outside by the stone fabricator or any of the following listed below:

- a. Used as flooring
- **b.** Used in any outdoor application where it is exposed to

weathering or ultraviolet radiation

c. Used in or around swimming pools, spas, or any other place

where it may be exposed to chlorinated water

**d.** Used adjacent to any type of heat source such as (but not limited to) fireplace or bbq OR cracking occurs by incorrect radius corners on sink or hob cutouts (including but not limited to).

e. Improperly installed (as deemed by The Stone Group Ltd)

**f.** Installed by a person who is not professionally qualified to install ' the Product', or who is not licenced to perform the installation work under the law applicable to the place of the installation.

#### How to Make a Claim

You must register this warranty by completing and submitting the Warranty form by email to sales@thestonegroup.co.nz with proof of the date of your purchase of 'the Product'. If you do not register this warranty within 60 days of installation of 'the Product', this warranty is void.

To claim under this warranty you must

- Submit your claim by completing the Warranty form and emailing it to sales@thestonegroup.co.nz
- Submit your claim within a reasonable period (deemed by The Stone Group Ltd), after the defect would have become apparent to a reasonable person
- Include with your claim the following details:
- i. The date on which 'the product' was installed.
- ii. The name of the person or company that installed 'the product'.
- iii. The colour and finish of 'the product'.
- iv. A description of the alleged defect.
- v. A photograph of the alleged defect.

**11.** You bear the expense of claiming under the SG Quartz Warranty.

**12.** Within a reasonable period (deemed by The Stone Group Ltd), of receiving notice of your claim under the Warranty, The Stone Group Ltd will contact you to:

a. Arrange to inspect 'the Product'

**b.** Request further information or evidence in respect of the alleged defect in 'the Product'; or accept or reject your claim.

**13.** If you refuse to allow us to inspect 'the Product', or unreasonably refuse to provide us with the further information (as deemed by The Stone Group Ltd), it has requested, the warranty is void.

www.thestonegroup.co.nz sales@thestonegroup.co.nz

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