Limited 15 year Warranty_

This warranty is given by Smartstone Australia Pty Limited (ACN 148 937 008) ("Smartstone") of Suite 201, 100 New South Head Road, Edgecliff NSW 2027.

Phone no: 1300 888 607

Email address: info@smartstone.com.au

This warranty applies to Smartstone Sintered surfaces, Smartstone Engineered Quartz surfaces or Smartstone Marble surface products ("Products").

Our Promise

We promise you that Smartstone Products are of the utmost durability and practicality. In the unlikely event of a defect arising from the manufacture of the Products, in addition to your rights under the Australian Consumer Law, Smartstone will do its utmost to provide a fair and reasonable outcome to all customers covered by the Smartstone Warranty.

Product Appearance, Care and Specifications

1. Sintered Collection. *Porcelain, reimagined.*

The products are manufactured from natural materials using advanced print and veining technology. Slabs are manufactured in batches and shades can vary slightly from batch to batch.

The distribution of the pigment in the through veining may vary in colour and distribution from slab to slab.

The products are manufactured to a thickness tolerance +- 0.3mm.

Smartstone's care and maintenance guide is accessible on Smartstone's website – **www.smartstone.com.au**

2. Legacy products: NewGen, Ibrido, Naturale, Quartz, Marble.

The Products are manufactured from natural materials. Each slab is unique and will contain variations in shading, reflectivity, and distribution and appearance.

These variations are naturally occurring characteristics of the material. The appearance of each slab will also vary depending upon lighting conditions, placement, and viewing angle.

The Products are manufactured to a thickness tolerance of +/-1.5mm, with bowing of not more than 2mm over the length or width of the product when properly installed and supported.

The cleaning and care requirements of each Product will vary depending upon its type, colour and finish. Smartstone's care and maintenance guide is accessible on Smartstone's website – **www.smartstone.com.au**

Surfaces in the Naturale Collection have a lower polish level which will require more daily maintenance than a polished surface. They are marginally more prone to marking from fingerprints, smudges and normal, everyday spills than other Smartstone surfaces, all of which are easily removed by following our Care & Maintenance instructions. For fabrication recommendation, please refer to the Smartstone Fabrication Guide.

Smartstone Marble surface contains up to 95% natural marble, and therefore exhibits similar qualities to natural marble with regard to porosity and scratch resistance. Smartstone Marble surface should not be used for food preparation areas (as the surface is porous) or other applications where staining or scratching of the surface may occur. Some Products contain pieces of seashell. These products are susceptible to staining and corrosion from acidic substances such as lemon juice. It is possible that, through normal wear and tear, a piece or pieces of seashell located close to the surface of the product may fall out. This is not a defect in the Product.

Smartstone Warranty

1. In addition to your rights under the Australian Consumer Law, Smartstone offers an additional warranty ("Smartstone Warranty").

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

a. The Product was purchased from Smartstone or one of its authorised resellers; and

b. You have paid for the Product in full; and

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

d. The Product has been installed, maintained, used and protected in the manner recommended by Smartstone at the time of purchase of the Product; and

e. You have registered the Smartstone Warranty (see clause 9 below); then

f. Smartstone will, at its sole discretion either:

g. Repair the Product;

h. 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; or

i. Refund you the price you paid for the Product.

3. The Smartstone Warranty is provided for a period of:

a. 10 years, in the case of Smartstone Marble surfaces; and

b. 15 years, in the case of Smartstone Engineered Quartz surfaces

c. 15 years in the case of Smartstone Sintered surfaces, from the date of original purchase of the Product from Smartstone or from its authorised reseller (as the case may be).

4. The Smartstone Warranty is not transferable or assignable and is given only to the first user of the Product following its sale by Smartstone or its authorised reseller.

What the Smartstone Warranty does not cover

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

a. The installation of the Product or any accessories upon the Product;

b. The bending or curving of the Product as part of its installation;

c. Laminations applied to the Product;

d. The milling of the Product, including the milling of grooves or drainage channels;

e. The use of adhesives (including ridged adhesives), caulking materials, or mechanical fasteners upon the Product;

f. The 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; and

h. Smudges, fingerprints and other superficial marks in relation to the Naturale Collection are not deemed defects under the Smartstone warranty.

i. Failing to care for the Product in accordance with Smartstone's guide for the care and maintenance of the Product as at the time of purchase of the Product.

6. The Smartstone 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 inadequate support being used under the Product;

iii. is caused by the supports used under the Product moving or shifting;

iv. 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 Smartstone Australia considers the force to be negligible.

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

When the Smartstone Warranty does not apply

8. The Smartstone Warranty does not apply if the Product is:

a. Engineered Quartz used as flooring;

b. Engineered Quartz used in any outdoor application where it is exposed to weathering or ultraviolet radiation;

c. Engineered Quartz used in or around swimming pools, spas, or any other place where it may be exposed to chlorinated water;

d. Engineered Quartz Used adjacent to any type of fireplace;

e. Improperly installed;

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 Register and Make a Claim

9. You must register this warranty by completing and submitting the **Smartstone Warranty form** on the Smartstone website: **www.smartstone.com.au** with proof of date of your purchase of the Product. If you do not register, this warranty within 60 days of purchase of the Product, this warranty is void.

10. To claim under this warranty, you must

a. Firstly, contact the company that you contracted for the supply of and to install the Product.

b. The installer will then inspect and contact Smartstone if the issue is related to the Product itself.

c. The installer will also need to provide Smartstone with the following details:

i. The date on which the Product was installed.

ii. The colour and finish of the Product.

iii. The batch number of the Product they installed.

iv. A description of the alleged defect.

v. Photograph of alleged defect.

d. Smartstone will then liaise with the installer to find the best possible solution to the claim.

11. You bear the expense of claiming under the Smartstone Warranty.

12. Within a reasonable period of receiving notice of your claim from your installer, Smartstone may either:

a. Resolve the alleged issue directly with your installer;

b. Contact you directly to inspect the Product;

c. Liaise with your installer to rectify the issue;

d. Accept or reject your claim.

13. If you refuse to allow Smartstone to inspect the Product, or unreasonably refuse to provide Smartstone with the further information requested, the warranty is void.

Statutory Guarantees

14. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

15. Some State, Territory and Federal legislation imply warranties, guarantees or conditions or impose liability on Smartstone in relation to the Product or its supply which cannot, or can only to a limited extent, be excluded, restricted or modified. Except for those warranties, guarantees or conditions and such liability (which for the avoidance of doubt includes those warranties, guarantees, conditions and liabilities that cannot be excluded under the Australian Consumer Law), and for the warranty described above:

a. All warranties, guarantees and conditions (whether express or implied, statutory or otherwise) relating to the Products or supply are expressly excluded; and

b. Smartstone will not be liable for any loss or damage suffered by any person (including the purchaser of the Products in any way relating to or arising from the Products or its use (including loss or damage arising from the negligence of, or contributed to by Smartstone).

16. If liability for breach by Smartstone of a warranty, guarantee or condition or any other liability imposed on Smartstone by legislation which cannot be excluded may be limited, Smartstone's liability is limited to the extent permitted by law, and if liability may be limited in any one of a number of ways, Smartstone's liability is limited in any one of the permitted ways chosen by Smartstone in its absolute discretion.