

Limited Ten Year (10) Warranty

vadara[®]



Vadara warrants to the owner of the original installation that Vadara mineral surface material (**Product**), when fabricated and installed by an **Authorized Vadara** fabricator, shall be free from manufacturing or material defects. This warranty applies to the repair or replacement of defective Product that has been permanently installed and has remained in its original installed location. The option to repair or replace the Product is at the sole discretion of Vadara.

Introduction

Vadara makes no express or implied warranty **except as required under the Australian Consumer Law**. No warranty is given whatsoever for Products produced or provided by other manufacturers.

Vadara's sole responsibility and liability under this warranty shall be to repair or to replace at its sole option the Product shown to be defective during the warranty period. Vadara shall have no liability for any loss, expense or damage as a result of the installation of Product. The Warranty is limited to replacement Product only and not fabrication and installation or the cost of removal of an existing benchtop. **To the extent permitted by law, Vadara is not liable for indirect or consequential loss. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law**

The original owner must provide Vadara with prompt notification of any alleged issue by contacting Vadara Warranty Services at **02-8777-5500**. Vadara or its authorized agents must be allowed to inspect the Product and to follow our warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Vadara and shall be final and binding on all parties. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make any warranty or promises on behalf of Vadara with respect to its mineral surface Products.

In the event of a defect covered under this warranty, Vadara shall have the sole discretion whether to repair or

replace the **Vadara mineral surface** Product, (not including the cost of installation and/or fabrication). Without derogating from the foregoing, the replacement of defective Product will be subject to inventory constraints. In addition, the replacement Product may not be the same as the defective Product.

Warranty Terms & Conditions

This warranty applies to Product installed after 1/1/2016.

- This warranty applies only to **Vadara mineral surface** Products, and does not apply to any other products.
- This warranty applies only to **Vadara** Products that are permanently installed in commercial structures and that have not been moved from their original installation.
- This warranty only applies to Products and/or services that have been paid for in full.
- This warranty only applies to structures and/or facilities that are occupied.
- This warranty only applies to Products that has been maintained according to **Vadara's** Use and Care Instructions.
- Following installation, you must register the Product within thirty (30) days to activate your warranty.

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Warranty Terms & Conditions (continued)

- You may complete the warranty registration at: vadara.com.au/support/warranty-registration. If no record of your warranty is on file, you must provide proof of purchase, **such as a tax invoice or receipt** showing the name of the Owner and the Vadara fabricator/installer. Upon receipt of this documentation **Vadara** will fully honor the Product warranty. You must cooperate with **Vadara** or its authorized agents in the inspection of the Product and assist us in efforts to perform our responsibilities under this warranty.
- To request service under this warranty you must contact the company who sold you the **Vadara mineral surface** Product or contact us directly at 02-8777-5500.
- Laws and building safety regulations governing the design, engineering and construction of installations vary widely, and **Vadara assumes no responsibility with respect to product selection for an installation or the design, engineering or construction of the installation, except as required by Australian building standards and codes.**
- Commercial property shall consist of **any premises intended for business or commercial use, including but not limited to retail stores, offices, rental properties, serviced apartments, hotels, or other temporary accommodation.**
- This commercial warranty is not transferable. This warranty is issued to the original owner of the structure in which **Vadara** was installed and expires upon transfer of the ownership of the structure to a third party. **(Subject to rights under the Australian Consumer Law.)**
- Impact damage.
- Scratches — **Vadara mineral surfaces** are scratch resistant but not scratch proof. Proper care must be exercised including the use of a chopping board as part of your routine care.
- Routine Maintenance, this includes but is not limited to removing surface stains or water spots. Follow the directions in the **Vadara Use & Care** guide for routine maintenance.
- Fabrication that is not performed according to prescribed fabrication and installation procedures as outlined by **Vadara**. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- Visible defects that are visible at the time of fabrication and that were not avoided during fabrication. Fabricators are required to perform a visual inspection of all Product prior to fabrication and again prior to installation.
- Seam appearance or performance, adhesives, caulks or other accessory items. Once installed the primary causes of seam separation or cracking are shifting or movement of the substrate, cabinets or foundation and thermal shock. Thermal shock can occur when a hot pan, dish or other hot object is left on the countertop for more than a brief time. Trivets or hot pads should always be used. These issues are not material defects and are subject to proper use and care by owner.
- Chemical damage.
- Creative Product use such as bending or curving.
- Product that has been reduced in thickness.
- Sink installations.
- Mechanical fasteners affixed directly into the Product.
- Inadequate support for the installation.
- Damage caused by dry cutting or dry polishing.
- Damage caused by failure to follow the recommended minimums for edge details thereby resulting in increased exposure to chipping.
- Mitered edges or corners where the miter has not been properly cut according to the recommendations provided by **Vadara**.

Warranty Exclusions

- This warranty is for commercial installation only as defined within this warranty. Products used for residential purposes are covered by our Residential Limited Warranty. Commercial use includes but is not limited to, rental properties, stores, offices or any other places of business.
- All exterior installations.
- Improper use or abuse, this includes but is not limited to, mishandling of the Product, excessive heat, uneven exposure to weather conditions, physical or chemical abuse or improper care and maintenance.
- The use of Vadara as flooring material.

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Warranty Exclusions (continued)

- Any alteration of the factory applied finish.
- Any additional modifications such as plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to repair or replace the Product covered under this warranty.
- Natural variations in colour, size, shape or distribution of the pattern or the background of the Product. These characteristics are inherent and unique characteristics of the product. Colour samples provided are only representative and not an exact replication of what will be installed in your facility.

Vadara is not responsible for damage or injury that occurs by events beyond our control, including natural disasters, job site conditions, architectural/engineering design, structural movement, vandalism or accidents.

Vadara shall not be responsible for consequential or indirect loss, except to the extent such liability cannot be excluded under the Australian Consumer Law.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN EXCEPT AS EXPRESSLY SET FORTH ABOVE. NO OTHER WARRANTIES ARE MADE WITH RESPECT TO VADARA OR THE PRODUCT. **VADARA** EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE OR LOCAL LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This warranty gives you specific legal rights and you may also have other under the Australian Consumer Law which apply in each State and Territory.