

Limited Lifetime Warranty

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Vadara will warrant from the original date of installation **Vadara** mineral surface material (**Product**) that fails due to a manufacturing defect when fabricated and installed by an **Authorized Vadara** Fabricator or Installer. This warranty only applies to the repair or replacement of material that has been permanently installed in the purchaser's residence. The option to repair or replace is at the sole discretion of **Vadara**. Any replacement will be provided in Product only and does not include any fabrication or installation costs.

Introduction

The Residential warranty is only available to the original owner of a **private residential home** in which the Product was originally installed. In the case of a newly constructed **private residential home**, this warranty is only available to the **first owner** purchasing the **dwelling** and is not transferable.

Warranty Terms & Conditions

This warranty applies to Product installed after 1/1/2025.

- This warranty applies only to **Vadara** Product and does not apply to any other products.
- This warranty only applies to Product that has been permanently installed in the **interior** of a **private residential home** and has not been moved from its original place of installation.
- This warranty applies only to a **dwelling** where the owner is the occupant.
- This warranty applies only to Product or services that have been paid for in full.
- This warranty only applies to Product that has been maintained according to **Vadara's** Use and Care Instructions.
- After installation you must register your warranty at vadara.com.au/support/warranty-registration within thirty (30) days of installation. In the event that no record of your warranty is on file, you must provide proof of purchase. Proof of Purchase consists of a copy of your original receipt or **tax** invoice showing the name of the Owner, Dealer or Fabricator. **Vadara** will honor your warranty upon presentation of proof of purchase even though no warranty registration is on file.
- You must cooperate with **Vadara** or its **authorized** agents in our efforts to fulfil our obligations under this warranty.
- If your Product fails due to a manufacturing defect, **Vadara** will, at its sole discretion, repair or replace the Product. **Vadara** will seek to attain the best possible result, whether the Product is repaired or replaced. However, exact colour match is not guaranteed.
- No representative, dealer, salesperson, distributor, fabricator or any other person is **authorized** to make warranty decisions or promises on behalf of **Vadara** with respect to its Products.
- To request service under this warranty please contact the company you purchased Vadara from or contact **Vadara** at 02-8777-5500.

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Warranty Exclusions

- This warranty is for residential installation only as defined within this warranty. Products used for commercial purposes are covered by our Commercial Limited Warranty. Commercial use includes but is not limited to **leased or rented** properties, **shops**, offices, or any other **business premises**.
- All exterior installations.
- The use of Products as flooring material.
- Improper use of **this** includes, but is not limited to, mishandling of Product, excessive heat, uneven exposure to weather conditions, physical or chemical abuse, or improper care and maintenance.
- 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, including but not limited to removal of 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 or installer.
- Defects 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 **benchtop** 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 owners.
- 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 overhangs beyond the recommendations for overhangs provided by **Vadara**.
- 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**.
- 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 to consumers are only representative and not an exact replication of what will be installed in your home.

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Warranty Exclusions (continued)

Vadara is not responsible for damage or injury caused in whole or in part by events beyond our reasonable control, job site conditions, architectural or engineering design, structural movement, vandalism or accidents. Vadara shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary or punitive damage arising out of the use or the inability to use the products covered by this warranty. Nothing in this warranty excludes or restricts your rights under the Australian Consumer Law.

THE FOREGOING IS THE COMPLETE WARRANTY FOR PRODUCTS AND SUPERCEDE ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN EXCEPT AS EXPRESSLY SET FORTH ABOVE. NO OTHER WARRANTIES ARE MADE WITH RESPECT TO **VADARA**. **VADARA** 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 LIMITATION MAY NOT APPLY TO YOU.

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.