

COMMERCIAL 10 YEAR LIMITED WARRANTY: TERMS & CONDITIONS

Pokarna Engineered Stone Limited (Hereinafter referred to as "PESL") provides Commercial 10 YEARS Limited Warranty to the registered Owners of the **Quantra**® Natural Quartz Surfaces (Hereinafter referred to as the "Product") on certain terms and conditions.

We recognize the fact that customers may face issues post-purchase and have a detailed Commercial 10 YEARS Limited Warranty Policy to cover incidences.

This Commercial 10 YEARS Limited Warranty warrants to the Original/ First registered Owner of the Product, that the Product shall be free from manufacturing defect under normal use and service and shall be valid for 10 years from the date of completion of installation/ fitting of the Product.

This Commercial 10 YEARS Limited Warranty shall apply only for interior application and installation(s) and is subject to the following terms and conditions:

1. This Commercial 10 YEARS Limited Warranty is applicable only to those Products classified as Grade-A/ Grade-1 by PESL and purchased on or after 1st January, 2011;
2. Identification Mark and other related identifying information on Product are not removed or tampered and are intact & legible during the subsistence of the Commercial 10 YEARS Limited Warranty period;
3. It is an indispensable requirement under this Commercial 10 YEARS Limited Warranty to register the Product, through notified channel within 30 (Thirty) days from the date of completion of installation or fitting of the Product, by furnishing the requisite information as prescribed in the Warranty Registration Form - Commercial. PESL reserves the right not to provide free warranty service if the requirements enumerated herein are not satisfied in full or the information furnished to PESL is false, incomplete or illegible;
4. This Commercial 10 YEARS Limited Warranty is not transferable and extends exclusively to the Original/ First registered Owner of the Product and subsequent Owners or users are not covered by this Limited Commercial Warranty. This Limited warranty shall expire on the transfer of Ownership of the Structure / Product to another party;
5. The Product must be used for its intended purpose and enjoyed under normal use and should not be subjected to abnormal use;
6. This Commercial 10 YEARS Limited Warranty does not cover seam performance and / or appearance;
7. This Commercial 10 YEARS LIFE TIME Limited Warranty does not apply to Product offered under the names Snow White, Athens, Naxos, Paros, Schwarz, Black Oro and/ or Corfu;
8. Product must be designed, fabricated and installed by certified fabricator as per PESL's latest Fabrication and Installation Procedure. Unprofessional handling or failure to follow the instructions or procedures recommended by PESL for the fabrication and installation of the Product or in violation thereof shall render this Commercial 10 YEARS Limited Warranty invalid and void, improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer, damage resulting due to improperly following installation procedures, improper site preparation or site maintenance, which may include, but is not limited to, non-square walls, non-even walls, non-even cabinets, presence of which may cause poor installation and seam fit, for which PESL shall not be held responsible. Any issues arising from the practice of "in-shop" honing are the sole responsibility of the fabricator;

**Quantra**

Natural quartz surfaces from Pokarna

9. This Residential LIFE TIME Limited Warranty does not cover any other product used or installed, whether or not, in connection with Product;
10. It is the responsibility of the professional Fabricator / Installer and the Original Owner, whether professional or Do-it-yourself, to thoroughly inspect all the products before installation. If during inspection the original Owner feels that the Product is of the wrong color, improperly manufactured, has finish problems, is off-grade or is the wrong gloss level, original Owner should NOT install the Product. This warranty shall not relate to the apparent defects of the Product that were not claimed prior to its installation/fitting up. In such case original Owner should immediately contact the retailer from whom the Product was purchased. PESL will not accept any claims for installation which are visibly wrong under this Limited Commercial Warranty;
11. Product is maintained, used and protected meticulously as per **Quantra®** Natural Quartz Surfaces Care & Maintenance Guide. This Commercial 10 YEARS Limited Warranty shall stand null and void if the Owner fails to follow the Care and Maintenance instructions. The instructions are available on PESL website (www.quantra.in) or shall be made available on request;
12. The manufacturing defect is notified in writing to PESL within 7 (Seven) days from the date it comes to the notice of the Owner together with the copy of the original invoice addressed to Pokarna Engineered Stone Limited, 105, Surya Towers, First Floor, Sirdar Patel Road, Secunderabad 500 003, Andhra Pradesh, India, email: contact@quantra.in, Fax: (040) 2784 2121, Phone: +91 040 2784 4101 / 2784 2182/ 2789 6361;
13. On receipt of a complaint under this warranty, PESL shall have the right, among other things, to inspect the defective Product, either on its own or through any of its authorized representatives;
14. This Commercial 10 YEARS Limited Warranty is limited, and covers exclusively product(s), which is defective, or contain(s) any manufacturing defect. The decision of PESL regarding existence of a manufacturing defect shall be final and binding on the parties. In the event the Product fails due to manufacturing defect, the Owner's sole and exclusive remedy against PESL shall be at the sole and absolute discretion of PESL either to repair or replace the defective Product or refund the price of the Product which shall be further subject to policy guidelines of covering replacement or refund for defective Product mentioned herein below. PESL will seek to obtain the best possible result, whether PESL decides to repair or replace your installation;
15. In order to settle any claim under the Limited Commercial Warranty, PESL hereby reserves the right to provide a suitable replacement of Product which may be of the same shape and color, similar or as close a shape and color match as is reasonably possible from the current stock range in satisfaction of its obligations under this Limited Commercial Warranty;
16. Any cost incurred on transportation, freight, damage in any form and other associated costs or expense incurred on removal and/ or reinstallation of Product, additional or supplemental repair or other cost necessary to repair or replace the Product under the Limited Commercial Warranty, including but not limited, to electrical, plumbing, tile or wall surface modification shall be at the cost of and be borne by the registered Owner of Product;
17. This Commercial 10 YEARS Limited Warranty does not cover any other Product used or installed whether or not in connection with Product;
18. This Commercial 10 YEARS Limited Warranty shall stand null and void specifically under following conditions, apart from others:
 - a) If the Product is not registered for the Commercial 10 YEARS Limited Warranty coverage within 30 (thirty) days of the installation or fitting; or,
 - b) If the Product has been moved from the original installed location or if further work is done after installation of the Product; or,

- c) Commercial 10 YEARS Limited Warranty claim, if any, is not received by PESL with 7 (Seven) days after the Owner learns of the defect; or,
 - d) For not allowing PESL or any of its authorized representative to inspect the alleged defect or defective Product, or,
 - e) In the event of repairs and /or manipulations of the product without due verification of PESL; or,
 - f) If Product price has not been paid in full.
19. Product is used for the specific purposes of Countertop and / or wall cladding;
 20. This Commercial 10 YEARS Limited Warranty shall not cover claims for any damage to the Product caused due to chemical abuse or scratches caused to the surface inflicted in the course of or on installation or;
 21. This Commercial 10 YEARS Limited Warranty does not apply to Product offered in finishes other than polish finish viz., to honed, matt, egg, easy care, velvet, sandblasted, ardhesia, etc., which require special care and maintenance; consideration and temporary marks that are common to such finishes such as metal marks, fingerprints, patches or other signs of daily living are not covered under this Limited Commercial Warranty;
 22. Product is durable and more resistant to surface damage than natural stone. However, all stone can be damaged by force and no stone is chip-proof. Objects hitting edges, particularly, at sinks or dishwashers may cause chips. Though a minor knife slip will dull the knife and not harm the Product, no stone surface is scratch-proof. Hence, the Product, though scratch resistant, is not scratch proof. Surface markings are more visible on monotone colors than multi-colored surfaces. Hence the foregoing in, including but not limited to chips & scratches are excluded and, accordingly, Commercial 10 YEARS Limited Warranty does not apply to them;
 23. As various laws, building and safety codes govern the design, engineering and construction of buildings and installations within them. These vary widely. PESL assumes no responsibility or obligation with respect to the selection of Product for the installation or the design, engineering and construction of the installation site;
 24. PESL shall not be responsible either in tort or contract, or otherwise, for any expense, loss of direct, indirect, general, punitive, consequential or incidental or consequential damages regardless of the cause, whether or not caused by or resulting from the negligence of PESL, including but not limited to damages for loss of business profit, business interruption or any other loss or damage of any kind whatsoever arising out of the use or inability to use the Product in this Limited Commercial Warranty. Some states do not allow the exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply in such case. This Commercial 10 YEARS Limited Warranty is in lieu of any other expressed or implied warranties;
 25. PESL makes no other Limited Commercial Warranty, representation or guarantee, express or implied including the Commercial 10 YEARS Limited Warranty of merchantability or fitness for a particular purpose with respect to its Product except as expressly stated here;
 26. This is only Commercial 10 YEARS Limited Warranty offered by PESL for its Product. No representative, dealer, salesperson, distributor, fabricator or any other person is authorized to make, modify or change this Commercial 10 YEARS Limited Warranty or make any other Commercial 10 YEARS Limited Warranty or promise on behalf of PESL with respect to the Product. No terms and conditions other than stated here and no other assurances or claims made in any manner whatsoever intending to change or modify this Commercial 10 YEARS Limited Warranty shall bind PESL unless signed by the Chief Operating Officer or Managing Director of PESL. PESL reserves the right to alter, add, delete or substitute any term(s) and/ or condition(s) to this limited warranty from time to time, without giving prior notice or information. The terms and conditions of this Limited Warranty prevailing on the date of the invoice of the products shall prevail and govern the product;

27. Only Courts in Hyderabad, Andhra Pradesh, India, shall have the exclusive jurisdiction to decide on any disputes that may arise out of this Commercial 10 YEARS Limited Warranty;

Exclusions

This Commercial 10 YEARS Limited Warranty does not cover any defect/damage which is caused due to:

- i. A feature or limitation of Product as disclosed by PESL in any of its literature; or,
- ii. Any alleged defect that instead is part of the character/feature of **Quantra**[®] and/or any other similar product; or,
- iii. Differences between small samples and the purchased final slabs. (The small slabs are indicative only and slabs must be chosen from big slabs for application); or,
- iv. Dislike after installation due to color, edging styles or other opinions based on personal preference or later changes of choice; or,
- v. Not getting a uniform look when two different slabs with organic effects and/ or particulars are put together adjacently. (These variations do not affect the performance. and are specifically excluded); or,
- vi. The randomness of vein effect (For textures that contain non-directional movement like vein effect, different parts of the slab may not keep uniformity and overall aesthetic); or,
- vii. Mishandling or misuse, physical abuse, negligence, vandalism, war, accidents, exposure to excessive heat, weight or impact damage to product, rapid change in temperature or thermal shock, exposure to ultra-violet rays and or light, exposure to excessive moisture, pressure or loading applied from a person or utensil or object, abnormal use, the use of solvents or inappropriate cleaning products/materials, a character/feature of the product, improper maintenance, exposure to chemical products including but not limited to products containing trichloroethane or methylene chloride (such as paint removers or stripper) or cleaning agents which have high alkaline/pH levels, and/ or normal 'wear and tear', including, without limitation, fractures, burns, scratches, stains, cuts, wipe marks and scuffs on the product, any act of God, damage resulting due to improperly following installation procedures, improper site preparation, site conditions or site maintenance, which may include, but is not limited to, non-square walls, non-even walls, non-even cabinets, presence of which may cause poor installation and seam fit, for which PESL shall not be held responsible., structural movements, any natural occurrence or any other circumstance beyond the human control; or,
- viii. Creative use of Product like curving and bending; or,
- ix. Fireplaces vary in design and construction and in the amount of heat output; PESL does not warrant material that has been damaged when used in this type of installation; or,
- x. Products used as flooring material, or in any outdoor application(including swimming pools) or any other application involving exposure of the surface to ultraviolet radiation, chemicals, flames or excessive heat; or,
- xi. Product, including floor tiles, being installed in applications such as, but not limited to, shower, saunas, steam saunas, sinks or similar uses or applications; or,
- xii. Natural variations or general fading or discoloration in the color, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone. (These variations are natural and unique to or are the features of the product); or,
- xiii. Similarly, naturally occurring variations in appearance caused by artificial or natural lighting (Changes in the appearance of the product from reflected light is a natural part of the product); or,
- xiv. A certain level of spots or blemishes are inherent in the manufacturing process of the product and do not affect the structural integrity of the material. Hence, the same are not covered under the Limited Commercial Warranty; or,

- xv. Product, including floor tiles, being installed in moving vehicles including but not limited to, recreational vehicles (RV's) or trailers, aircraft, boats, ships or other watercraft; or,
- xvi. Outdoor or exterior application(s) of Product or Product being exposed to outside climate and weather conditions; or,
- xvii. Product, including floor tiles, installed at entryways or doorways and other interior that is subject to traffic flow from the outdoor; or installed in partially covered or sheltered outdoor areas; or,
- xviii. Defective or improper handling or faulty workmanship done by any person Subsequent to the supply of Product, altering the factory finished Product or altering the thickness, or the quality of the installation or damage caused or inflicted by the installer or fabricator; or,
- xix. Failure of any adhesive, mortar, caulk or other accessory or failure of any caulked or filled joint, seams, dry" cutting or polishing or where the joint is not cut correctly; or,
- xx. Insufficient space or room for expansion; or,
- xxi. Securing mechanical fasteners directly into the material; or,
- xxii. Failure to follow the minimum requirements for edge details or inadequate support for installation and, as such, may include overhangs in excess of the recommendations provided by PESL; or,
- xxiii. Defect is minor or insignificant including water marks and stains; or,
- xxiv. Any defect in or damage to, the product which results from placing hot items including, but not limited to, hot pans, electric frying pans or oven trays directly on the slab; or,
- xxv. Cracks in the material are not a material fault; cracking is the result of externally induced mechanical stress on the material after installation. The most likely causes are settlement or movement, excessive weight being placed on the tops, such as standing or sitting on them. Heat, as explained above may also result in a crack. Any crack emanating from a sink cut-out, cook top cut-out or "L" shaped cut-out is also not covered under this warranty as these are not caused by any fault in the material; or,

Note: The policy guidelines covering replacement or refund for defective Product fur ther limits the warranty to the maximum as follows:

| Serial No. | Years of usage | Replacement value or cost (In terms of percentage of the total cost of the Product as per the invoice) |
|-------------------|-----------------------|--|
| 1 | 1 - 4 | 100 percent |
| 2 | 5 - 6 | 75 percent |
| 3 | 7 - 8 | 50 percent |
| 4 | 9 - 10 | 25 percent |