

After Ellipse Quartz (the "Product") has been installed permanently by an authorized Ellipse Quartz fabricator and installer, remains in the original installed location, and maintained in accordance of the instructions provided in the Care and Maintenance Guide, the Product is warranted by Ellipse Quartz to be free of manufacturing defects. The warranty extends over the first 15 years after the date of initial installation. During that 15-year period Ellipse Quartz can opt to repair or replace without charge if the product fails due to a manufacturing defect.

While Ellipse Quartz shall make its best effort to repair or replace the installed Product using the color that best matches the original, Ellipse Quartz cannot guarantee that the repair or replacement will be the exact color as the original. The purchaser must cooperate with Ellipse Quartz's authorized service agents and provide access to the installation site in order to obtain service under this limited warranty. This warranty is applicable only to the original purchaser and only goes into effect after all final payments have been made on the product. This warranty is non-transferable. All associated repair or replacement costs that covered under the stated terms of this Warranty will be the responsibility of the original purchaser.

#### **Terms and Conditions**

This warranty applies to Ellipse Quartz surfaces that have been permanently installed in the interior of residential and commercial for counter top usage, provided they have not been moved from the original permanent installation. It does not apply to any products supplied by other manufacturers, including sinks, faucets, and all other added appliances, as well as all other engineered stone products manufactured or supplied by any other party but Ellipse Quartz.

Ellipse Quartz surfaces are for interior use only and this warranty does not cover products installed in any exterior application or apply to other installations of Ellipse Quartz including, but not limited to, installations in shower walls and moving vehicles such as, but not limited to, boats or recreational vehicles.

If you decide that you do not like the color you selected after installation replacement is not covered by this warranty.

To qualify for repair or replacement service under this limited warranty, you must contact the source from which you purchased Ellipse Quartz and provide the original sales receipt or other documentation acceptable to Ellipse Quartz to demonstrate proof of purchase. The documentation must contain the date of purchase and the date of installation as well as proof that the installation was performed by an authorized Ellipse Quartz installer.

If our warranty service agent arrives at an installation site that has been represented to us as a warranted Ellipse Quartz installation and determines that your installation is not Ellipse Quartz or installed by an authorized Ellipse Quartz installer you will be liable for and charged the standard warranty service trip charge in effect at that time, and no repair or replacement will be performed.

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It is imperative that you cooperate with Ellipse Quartz in Ellipse Quartz's efforts to perform its obligations under this warranty, including but not limited to permitting Ellipse Quartz or Ellipse Quartz's authorized agents to inspect the installation of the product. All decisions about defects in manufacture shall be made by Ellipse Quartz and will be communicated to the appropriate parties in a timely manner. If Ellipse Quartz performs repair or replacement of your installation we will seek to obtain the best possible result.

All payments for the product and the installation must have been paid in full before this warranty is valid. This warranty does not cover seam appearance or performance, adhesives, caulk or other bonding or attached items. As stated in the Care and Maintenance guide thermal shock to the product can occur when a heated cooking receptacle or other object is placed on the counter top. Trivets and/or hot pads must always be used between heated cookware and Ellipse Quartz surfaces. Any damages caused by failing to adhere to these guidelines will not be considered manufacture defects. This warranty does not cover the use of products exposed to external climate conditions, abnormal use or conditions, or abuse. "Abnormal use or conditions" include, but are not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, excessive force or chemical abuse, or damage from improper care and maintenance. This warranty applies to products that have been maintained according to the Ellipse Quartz Care & Maintenance Guide, provided free of charge. Additional copies of the Care & Maintenance Guide may be obtained from the authorized Ellipse Quartz installer, or directly from Ellipse Quartz's website.

### **What You Should Expect From the Appearance of Your Ellipse Quartz**

Ellipse Quartz is made from natural quartz and pigmented resin and is intended to duplicate as closely as possible natural stone. Variations in the color, gloss, finish, size and shape of veins and pattern, and background tone of the (quartz) product are inherent. Unique characteristics are to be expected. Blemishes, such as blotches or spots, are essential in the manufacturing process. If visual blemishes, blotches, or concentration of color pigments appear larger than 25mm in diameter (size of a US quarter) within the background only (not including veins), the contracted fabricator should report it to the Ellipse Quartz authorized distributor prior to cutting.

### **Color Samples:**

Samples are provided for color representation only and are not guaranteed to be an exact replica of the final product. Due to the randomness placement of colors that contain movement or veining, some color samples, particularly smaller samples, may not capture this overall aesthetic. However, this does not affect the product performance and your counter top will not be replaced under this warranty because of color variation between the sample(s) and the installed product.

### **Gloss:**

Ellipse Quartz is manufactured to have a slightly less gloss surface than would be found on a granite surface. To increase gloss levels regularly on the product clean the surface as recommended in the Ellipse Quartz Care & Maintenance Guide.

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**Excessive Heat:**

As stated in the Ellipse Quartz Care & Maintenance guide, thermal shock to the product can occur when a heated receptacle or other object is placed on the counter top. Trivets and/or hot pads must always be used between heated cookware and Ellipse Quartz surfaces. Any damages caused by failing to adhere to these guidelines is considered to be improper care on your part and are not manufacture defects.

**Chips:**

The quartz and resin in the product are bonded by vacuum vibro-compression. Chips in the product are caused by excessive impact and along with any damage caused by excessive impact are not covered under this warranty.

**Scratches:**

Ellipse Quartz is highly resistant to scratches but scratching can occur if proper care is not used. Cutting boards should always be used between cutlery and Ellipse Quartz surfaces as part of proper care and maintenance. Scratches in your Ellipse Quartz installation due to improper care or use are not covered by this warranty.

**Staining:**

Ellipse Quartz is stain-resistant, but not stain-proof. Stains are not covered by this warranty. Most stains can be removed as outlined in the Care & Maintenance Guide. You can also view our stain cleaning guidelines on our website.

**Blemishes:**

Variations in the color, gloss, finish, size and shape of veins and pattern, and background tone of the (quartz) product are inherent in the manufacturing process. Unique characteristics are to be expected. Blemishes in the background color only, which are larger than 25mm in diameter (size of a US quarter), are covered under this warranty prior to cutting the slab. A replacement slab free of defects will be exchanged with defective slab. Once the slab is cut no claims for blemishes will be covered. The veins in Ellipse Quartz are unique and life-like; blemishes in these veins are not covered under this warranty. In the rare case where a foreign particle (such as a piece of metal or wood) is found in the product, then it is covered by this warranty if you report it within 30 days of installation.

**General Obligations**

Ellipse Quartz is not responsible for damage or injury caused in whole or in part by weather or climate, job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism, or accidents.

Ellipse Quartz's obligation under this warranty is limited only to the repair or replacement of the Ellipse Quartz product covered by this warranty, not including necessary labor charges needed to repair, remove

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## Limited 15 Year Warranty

or replace the product. Ellipse Quartz will repair or replace material only of any area of the installation that is determined by Ellipse Quartz or its warranty service agent to be defective. To the extent required, Ellipse Quartz will cover the cost of the simple plumbing and electrical disconnect and reconnect charges to the extent determined necessary by Ellipse Quartz or its warranty service agent, up to and not to exceed \$250.00. You will be responsible for any other costs associated with or arising from the repair or replacement. Such repairs include, but are not limited to, repairs to sinks, cabinets, backsplash, appliances, wall surfaces, paint, wallpaper, and tiles. Removal of cabinets, storage bins and food garages or back splashes to allow access to the Ellipse Quartz product for repair or replacement, as well as costs incurred to enable access to plumbing and electrical connections are not covered under this warranty.

Your original warranty will continue for the duration of the original fifteen-year period. It will not begin anew from the date of any repair or installation. Except as provided in this limited warranty, Ellipse Quartz shall not be liable in either fault or contract for any loss of direct, consequential, or incidental damages arising out of the use or inability to use the product in residential or commercial applications covered by this warranty. Ellipse Quartz makes no other warranty, representation, or guarantee, expressly or implied, with respect to its products, except as explicitly stated herein. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state or in Canada from province to province. This is the only warranty made by Ellipse Quartz for Ellipse Quartz surfaces. No representative, dealer, sales person, or any other person is authorized to produce any warranty or promise on behalf of Ellipse Quartz with respect to Ellipse Quartz surfaces. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Ellipse Quartz unless made in writing and signed by an authorized agent of Ellipse Quartz.

### **Claim Procedure**

To obtain service under this warranty, contact your original installer or distributor to verify if a warranty claim should be considered. Notify Ellipse Quartz of the same via email at the office below. Include the purported defect(s) prior to the expiration of the warranty period. The customer must furnish to Ellipse Quartz the original fabricator or installer's name and current address, and proof of original purchase, purchase date, and location.

### **Corporate Office**

Unique Stone Concepts  
1540 Fairview Ave  
St. Louis, MO 63132  
(314) 432-7522