



10 YEAR LIMITED WARRANTY

TERMS AND CONDITIONS

These are the entire Warranty Terms and Conditions of all reconstituted quartz stone products including slabs, tiles, stones and other products ("the Products") supplied by WK MARBLE & GRANITE PTY LTD (ACN 074 331 981) and its associated and subsidiary companies (all of which are referred to as "Quantum Quartz") to any person, firm or company placing an order with Quantum Quartz for the purchase of any Products ("the Customer") and except as otherwise expressly agreed upon in writing between a duly authorised officer of Quantum Quartz and the Customer, these Warranty Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any Order Form or other document issued by any Customer.

General

1. *Quantum Quartz offers a limited warranty to the original Customer of the Products for a period of ten (10) years from the date of installation PROVIDED THAT the Products are fabricated and installed by a fabricator(s) and/or installer(s) according to the Quantum Quartz Product Manual ("the Product Manual"). It is the responsibility of the fabricator and/or installer to obtain a copy of the Manual from Quantum Quartz and to install the Products in accordance with the Manual.*
2. *Quantum Quartz warrants that the Products are safe for use in interior applications only including but not limited to such applications as counter tops, vanity tops, flooring, stairs, wall cladding and laminating.*

Claims

3. *Under no circumstances will any claims be accepted by Quantum Quartz for Products used on any exterior application including but not limited to outdoor areas and areas in or near swimming pools. The Customer acknowledges that Quantum Quartz Products are sensitive to ultra violet rays and further acknowledges that the Products may discolour after prolonged exposure to direct sunlight.*
4. *The customer acknowledges that the Honed finish Products of Quantum Quartz require more daily maintenance as the Product has larger surface area than polished Products. The temporary surface markings, metal marks, finger prints and accumulation of dirt are natural to the Honed surface Product and are not covered under this limited warranty.*
5. *The customer also acknowledged that any modification, alteration, cutting grooves or changes to the surface of the Products of Quantum Quartz (Example: Integrated drainer) make the warranty null and void.*

Manufacturing Defects

6. *Quantum Quartz warrant that the Products are free from manufacturing defects, however, this does not apply to colour variances, thermal shock, chemical abuse or defects caused by misuse or wrongful installation, negligence, vandalism and misuse. Quantum Quartz reserve the right in its sole discretion to determine whether there are any such defects and whether there has been any misuse or wrongful installation and further claims for visible defects of the Products must be made before any fabrication or installation of the Products.*

The Customer acknowledges that any claim must be notified in writing to Quantum Quartz within

twenty-eight (28) days after becoming aware of any possible defect and further that if notification does not take place then the Customer's rights to claim shall lapse.

Implied Warranties

- 7. These Warranty Terms and Conditions do not exclude, restrict or modify the application of any provision of any Commonwealth, State or Territorial Law which by law cannot be excluded, restricted or modified.*

Sales to Non-Consumers

- 8. In the case of Products supplied by Quantum Quartz to a Customer who is not a "consumer" (as defined in the Trade Practices Act, 1974 as amended from time to time) ("the Act"), if the Products do not correspond with the description of them on the invoice or are defective then provided that the Products are preserved intact and made available for inspection by a representative of Quantum Quartz and are returned to Quantum Quartz in the same order and condition as that in which they were delivered, Quantum Quartz shall at its option replace those Products or reimburse the Customer for the amount of the purchase price paid for them but any claim in this respect must be made in writing within seven (7) days of the date of delivery of those Products.*
- 9. Should the Customer seek indemnity from Quantum Quartz in respect of any claim by a consumer on the Customer as a result of a breach of condition or warranty implied by the Act in a contract for the supply of Products by the Customer to that consumer, clause 7 will not apply and in respect of Products that are of a kind ordinarily acquired for personal, domestic or household use or consumption, Quantum Quartz's liability is limited to indemnifying the Customer in accordance with the Act, limited to a liability to pay to the*

Customer an amount equal to the cost of replacing the Products or the cost of obtaining equivalent Products or the cost of having the Products repaired, whichever is the lesser amount.

- 10. Quantum Quartz may determine that a replacement Product may not be reasonably available in the same colour or shape as the original Quantum Quartz Product covered by this limited warranty. Quantum Quartz reserves the right to provide a replacement Product of as close a shape and colour match as is reasonably possible from Quantum Quartz current Product range in full satisfaction of its obligations under this limited warranty if replacement Product of the same colour or shape is not reasonably available.*
- 11. This limited warranty is applicable only for the manufacturing defects, if the material develops defects after the Products is installed and if Quantum Quartz feel the defects (as per Clause 4) are not due to manufacturing defects, then the Customer may approach any approved testing authority to evaluate the causes for the defects at their own cost.*

Sales to Consumers

- 12. In the case of Products supplied by Quantum Quartz to a Customer who is a consumer, to the extent that the Products are not consumer Products, the liability of Quantum Quartz to the Customer for breach of any warranty or condition (other than a warranty or condition implied by section 69 of the Act) or for breach of any duty of care shall in all cases be limited, at the option of Quantum Quartz, to any one or more of the replacement of the Products or the supply of equivalent Products, the repair of the Products or acquiring equivalent Products or the payment of the cost of having the Products repaired.*

Limitation of Liability

13. *Except for those conditions and warranties implied by the Act or other sale of goods or consumer protection legislation which may not be excluded, the Customer agrees that:*
- a) *It has not relied on any inducement, representation or statement made by or on behalf of Quantum Quartz in purchasing the Products and there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of Quantum Quartz); and b) Clauses 7 - 13 set out the entire liability of Quantum Quartz in respect of its liability under the Act or otherwise in respect of liabilities for a breach of a condition or warranty with respect to the sale of goods or Products. In no circumstances will Quantum Quartz incur any liability in respect of or arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Customer.*

Governing Law

14. *The Customer agrees that these Warranty Terms and Conditions shall be construed according to the laws of the State or Territory as Quantum Quartz may in its sole discretion determine. Proceedings by either Quantum Quartz or the Customer may be instituted and/or continued in such State or Territory as Quantum Quartz may in its sole discretion determine. Failing such determination the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying*