

Luxury Hardware

Lusovara Quartz Warranty

Lusovara warrants our quartz products ("Product") for a period of 50 years from the date of purchase subject to the below terms and explanations.

ALL WARRANTY CLAIMS MUST BE RECEIVED BY LUSOVARA WITHIN THIRTY (30) DAYS OF OWNER LEARNING OF THE FACTS UPON WHICH THE WARRANTY CLAIM IS BASED, OR SUCH WARRANTY CLAIM SHALL BE DEEMED WAIVED.

What this warranty covers:

Lusovara warrants the Product against manufacturing defects for the Full Warranty Period subject to the terms and conditions of this Warranty. This Warranty shall apply only when the Product is properly fabricated and installed for the interior use of residential, commercial applications by a Lusovara approved installer or fabricator.

What this warranty does not cover:

This Warranty does not apply to Products that has been altered after its original installation, removed, replaced, or if Product is subjected to damage due to mishandling, abnormal use, misuse, physical abuse, chemical exposure, direct or sustained heat or cold, including thermal shock, sudden or rapid changes in temperature, exposure to chemicals, Products installed outdoor or installations that are partially exposed to outdoors. Product is not covered if cracks and/or chips result from excessive force, pressure, or unbalanced loading applied from a person, object, device, or utensil. In addition, improper, insufficient or poorly designed support, cabinets, structures, substrate or sub-floors for, on, near or under the Product are not covered by this Warranty. To avoid future doubt, if Lusovara performs or causes to be performed (employs a third party) any repair work on the Product, such repair work does not construe an admission or agreement that the particular damage or issue is covered by this Warranty.

Your Product will not be covered by this Warranty if it is sold by an unauthorized reseller or if authorized reseller performs installation outside of their normal radius of business to be determined at the sole discretion of Lusovara's representatives. To confirm whether a retailer is approved, please email info@Lusovara.com with subject line: "Reseller Check".

This Warranty does not cover the quality of the fabrication, installation, damage/defects caused by fabricator or installer . Fabrication or installation issues must be resolved directly with the point of purchase, fabricator, or installer and is the purchaser's responsibility.



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Examples of uses not covered under warranty:

The following list includes, but is not limited to, examples of unintended uses of the Products that will not be covered by this Warranty: Product installed outdoors, (regardless of whether in partially covered or otherwise sheltered areas), Product installed in areas exposed to saltwater, Product installed for shower trays or shower pans, steam showers, steam rooms, or saunas, Product that is subjected to hot items, Product installed on floor of high traffic areas, Products installed in marine applications.

Who does this warranty cover:

Lusovara provides this Warranty to the purchaser and owner of the Product. This Warranty's inception date is the original date of purchase and continues for a 50 year period or until the Product is removed, replaced, altered or subjected to excluded damages. This Warranty shall automatically transfer to subsequent owners of the Product during the Warranty Period.

What are your remedies under this warranty:

With respect to any Product with a manufacturing defect covered by this Warranty, Lusovara will, at the discretion of it's representative, either repair or replace such Product at no additional charge to You, or refund the purchase price for such Product if Lusovara is unable to provide replacement or repair is not commercially practicable or cannot be done in a timely made. If Lusovara elects, and is unable to remedy the manufacturing defect after a reasonable number of attempts, You may elect a refund. As a condition to a refund or replacement, Lusovara may require that defective Product be made available for pick up free and clear of liens or other encumbrances.

Full and complete remedies:

The remedies described above are your sole and exclusive remedies and are Lusovara's entire liability under this warranty. In no event shall Lusovara be liable under any legal theory for any indirect, direct, incidental, punitive, consequential, special, exemplary, or other damages, including but not limited to, damages for loss of use, interruption, or other such event, even if Lusovara has been informed of the possibility of such damages. (Some states or provinces/territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.)



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Important restrictions on this warranty:

For this Warranty to apply, the Product must be used only for its intended purpose, and must be maintained in accordance with Lusovara's Product Care and Maintenance Information which can be found at Lusovara.com/care. This information will be made available in hard copy form upon request and at no charge by submitting a request to info@lusovara.com with the subject line: "Care and Maintenance Booklet" This Warranty shall be null and void if you have not paid for the Product in full. Various laws and building and safety codes govern the design, engineering and construction of buildings and installations within them; these codes vary widely. Lusovara assumes no responsibility or obligation with respect to compliance with such codes related to the selection, installation, design, engineering, or construction of the installation site for the Product.

Modifications:

No employee, representative, installer, reseller, dealer, or other party is authorized to modify or change this warranty. No terms or conditions other than those in this warranty whether oral or written shall be binding upon Lusovara, unless made in writing and signed by the president of Lusovara, Brad Pickens.

How to obtain warranty service:

To make a claim or obtain service under this Warranty, You must submit Your claim in writing via email to <u>warranty@Lusovara.com</u> Subject Line: "Attn: Warranty Services" or via mail to:

Lusovara Luxury Hardware ATTN: Warranty Services 2315 S Bascom Ave Ste 300 Campbell CA 95008

Please include the following information:

- 1. Your name, address, and telephone number
- 2. Description of the Product for which the claim is made, including the design
- 3. Date of purchase & date of installation
- 4. Name of retailer, installer, or fabricator from whom You purchased the Product
- 5. A description of the claim.

In order for Lusovara to respond under this Warranty, Lusovara's authorized agents must be permitted sufficient time and opportunity to inspect the Product, evaluate, and respond to your claim.



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