



LIFETIME RESIDENTIAL WARRANTY





OVERVIEW

Linnstone warrants that its material will be repaired or replaced if it fails due to a manufacturing defect when fabricated and installed by a Certified Fabricator of the original date of installation. This warranty only covers the repair or replacement of failed materials that have been permanently installed in your home. Linnstone has the sole discretion to repair or replace the material. This warranty does not cover the cost of installation or fabrication.

The ORIGINAL OWNER of a single-family residence in which Linnstone surfaces were originally installed is eligible for this Residential Lifetime Warranty. This warranty is available to the "first" owner of a newly constructed single-family residence who purchases the residence with Linnstone surfaces permanently installed.

This warranty is officially published at www.linnstone.com.au. Linnstone reserves the right to update the warranty clause at any time at its sole discretion. However, you and Linnstone are bound by the specific version of the warranty published on the original date of installation.

TERMS AND CONDITIONS:

- 1.** This warranty applies only to Linnstone surfaces and does not apply to any other products, including other stone surfacing products manufactured or supplied by any other party.
- 2.** This warranty only applies to Linnstone surfaces that have been permanently installed in the interior of single-family homes and have not been moved or altered since their initial installation. If you decide after or during installation that you do not like the colour or finish you chose, that subjective decision is not covered by this warranty.
- 3.** This warranty excludes materials and/or services that have not been fully paid for.
- 4.** This warranty only applies to materials that have been properly cared for in accordance with the Linnstone Surfaces Care & Maintenance guidelines. The Care & Maintenance instructions can be found at www.linnstone.com.au.
- 5.** To request service under this warranty, contact the company that sold you the Linnstone surfaces or Linnstone directly within thirty (30) days of the failure of the Linnstone surfaces.
- 6.** After installation, you must register your product at www.linnstone.com.au within thirty (30) days to activate your warranty. If there is no record of your warranty on file, you must provide proof of purchase in the form of a copy of your original receipt or invoice that includes the owner's, authorised dealer's, and Linnstone certified fabricator's names. Even if no register is on file, Linnstone will fully honour this warranty upon receipt of your original receipt or invoice. You must agree to assist Linnstone or its authorised agents in inspecting the product and assisting us in performing our obligations under this warranty.
- 7.** If Linnstone surfaces fail due to a manufacturing defect, Linnstone will repair or replace such materials at its sole discretion. Linnstone will strive for the best outcome possible, whether we decide to repair or replace your product. An exact colour match, on the other hand, is never guaranteed.
- 8.** All decisions regarding this warranty are made solely at the discretion of Linnstone and are final and binding on all parties. Linnstone does not authorise any representative, dealer, salesperson, distributor, fabricator, or other person to make any warranty or promise on its behalf.
- 9.** This warranty expires when the property is transferred to subsequent parties. This warranty is not transferrable and does not cover claims made by subsequent homeowners.

EXCLUSIONS:

- 1.** This warranty excludes use for commercial purposes. Commercial use includes, but is not limited to, use in a store, rental properties, offices, or other commercial establishments.
- 2.** This warranty excludes products installed in outdoor areas.
- 3.** This warranty does not apply to products used as flooring.
- 4.** This warranty does not cover incorrect or abusive use. Improper use or abuse includes, but is not limited to, product mishandling, excessive heat or uneven exposure to weather conditions, physical or chemical abuse, and improper care and maintenance. Cleaning products such as oven cleaner, paint remover, and other similar products should not be used because they may damage the surface.
- 5.** This warranty does not cover product chips or other excessive impact damage.
- 6.** This warranty excludes scratches. Linnstone surfaces are extremely hard and scratch resistant, but not scratch-proof. Proper care and maintenance must be exercised, including the use of a cutting board.
- 7.** This warranty excludes routine maintenance. Minor conditions such as removing stains and water spots by following the techniques specified in the Linnstone Surfaces Online Care & Maintenance Guidelines at www.linnstone.com.au are examples of routine maintenance.
- 8.** This warranty does not cover failures caused by fabricators/installers failing to follow the Linnstone-recommended fabrication and installation procedures. Fabrication and/or installation errors are solely the responsibility of the fabricator and/or installer.
- 9.** This warranty does not cover any defects that were visible during fabrication and could not be avoided. Fabricators are required to inspect all materials visually before fabrication and again before installation.
- 10.** This warranty excludes adhesives, caulk, and other accessory items, as well as seam appearance and performance. The shifting or movement of the substrate, cabinets, or foundation, as well as thermal shock, are the primary causes of seam separation or cracking after the product has been installed. When a hot pan, dish, or other receptacle or object is left on the benchtops for even a short time, thermal shock can occur. Trivets or hot pads should be used at all times. These issues are not considered material defects and are subject to the owner's proper care and maintenance.

- 11.** This warranty excludes chemical damage.
- 12.** This warranty excludes any abnormal use of the material, such as bending or curving.
- 13.** This warranty does not apply to material that has been milled or thinned.
- 14.** The installation of sinks, other plumbing fixtures, or appliances is not covered by this warranty.
- 15.** This warranty does not cover mechanical fasteners inserted directly into the material.
- 16.** This warranty does not cover any failures caused by insufficient installation support. This includes overhangs over Linnstone's recommended support guidelines or an unsupported base.
- 17.** This warranty does not cover any chips or cracks caused by "dry" cutting or polishing, as well as failing to meet the minimum requirements for edge details.
- 18.** This warranty does not cover mitered edges where the joint has been improperly cut.
- 19.** The alteration of any Linnstone factory-applied finish is not covered by this warranty. Any problems that arise as a result of "in-shop" honing are the sole responsibility of the fabricator.
- 20.** This warranty does not cover temporary marks common to honed finishes, such as metal marks, fingerprints, or other signs of normal wear and tear. To receive coverage under this warranty, a signed "Special Care Considerations for Linnstone Surfaces Textured Finishes" form must be submitted to Linnstone or its authorised representatives. The end-user/owner of the completed installation must sign this form.
- 21.** This warranty does not cover any additional modifications or supplemental repairs that may be required to repair or replace the Linnstone surfaces covered by this warranty, such as structural changes, plumbing, electrical installation, tile, cabinets, flooring, and so on. The customer is responsible for the supply of these materials as well as the labour costs.
- 22.** This warranty excludes natural variations in the colour, size, shape, and distribution of the natural material patterns, as well as natural variations in background tone. These characteristics are inherent and distinctive to the product. Colour samples provided to consumers, dealers, and fabricators are provided for reference purposes only and are not an exact replica of what will be installed in your home. We recommend that customers inspect the actual slabs to ensure that they receive the correct colours.



23. This warranty does not cover spots or blemishes smaller than 10 mm in size. A certain level of spots or blemishes is inherent in the manufacturing process and has no effect on the material's structural integrity.

24. On the back of each slab of Linnstone surface, there may be important product information. The warranty will be void if this product information is removed.

25. Linnstone is not liable for any damage or injury caused by force majeure, job site conditions, architectural/engineering design or changes, structural movement/degradation, acts of vandalism, or accidents, in whole or in part.

26. In either contract or tort, Linnstone shall not be liable for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising from the use or inability to use the products covered by this warranty. Because some states do not allow the exclusion or limitation of incidental damages, the limitations or exclusions listed above may not apply to you.

27. This warranty only applies to slab purchases and does not apply to pre-fabricated benchtops. The purchaser is solely responsible for thoroughly inspecting the pre-fabricated benchtops prior to fabrication. Linnstone will not accept any claims after pre-fabricated benchtops have been installed.



THE FOREGOING IS LINNSTONE'S COMPLETE WARRANTY AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, ORAL OR WRITTEN.

EXCEPT AS EXPRESSLY STATED ABOVE, NO OTHER WARRANTIES CONCERNING LINNSTONE ARE MADE BY WORDS OR CONDUCT.

LINNSTONE EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING 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 JURISDICTIONS OR LOCATIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY LOCATION.

THIS WARRANTY IS INCLUDED IN THE SALES CONTRACTS YOU SIGNED.

THE LOGOS "LINNSTONE" AND "LINNSTONE" ARE REGISTERED TRADEMARKS OF LINNSTONE PTY LTD OR ITS AFFILIATES.