



LIMITED COMMERCIAL WARRANTY



OVERVIEW

Linnstone warrants that its installed products will be free of manufacturing defects in an interior, commercial use situation for ten (10) years after installation. If a manufacturing defect occurs during the warranty period, the warranty only covers the repair or replacement of the faulty Linnstone surfaces.

This warranty covers the repair or replacement of defective slab material. Linnstone is not liable for any additional labour costs associated with material repair or replacement, including but not limited to the removal, disposal, fabrication, installation, repair, or replacement of collateral items.

There is no warranty provided for materials produced or provided by other manufacturers.

Linnstone shall make all decisions regarding the existence of manufacturing defects or affecting this warranty, which shall be 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.

Linnstone shall have sole discretion whether to repair or replace the defective material in the event of a defect covered by this warranty. This warranty does not cover the cost of installation or fabrication. Without deviating from the preceding, replacement of a defective Linnstone slab will be limited by inventory. Furthermore, the replaced slab may not be identical to the defective slab.

Any location open to the general public for business use is considered commercial property, as are private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels, or other temporary residence applications.

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, the specific warranty version published on the original date of installation is binding on you and Linnstone.

CONDITIONS AND TERMS:

- 1.** This warranty is only valid for Linnstone surfaces. This warranty does not cover any other products, including stone surfacing manufactured or supplied by a third party.
- 2.** This warranty only applies to Linnstone surfaces that have been permanently installed in the interior of a commercial structure and have not been moved or altered since their initial installation.
- 3.** The ORIGINAL OWNER of the commercial property who purchased and installed Linnstone surfaces is the recipient of this warranty. This warranty expires when the property is transferred to subsequent parties. This warranty is not transferrable and does not cover claims made by subsequent commercial property owners.
- 4.** This warranty only applies to materials that have been fully paid for.
- 5.** Unoccupied structures are not covered by this warranty.
- 6.** Linnstone surfaces must be cared for and maintained in accordance with the Linnstone surfaces Care & Maintenance Guidelines. The Care & Maintenance instructions can be found at www.linnstone.com.au.
- 7.** Only polished finishes are covered by this warranty. It is not applicable to honed or textured surfaces.
- 8.** Colour samples provided to owner customers, fabricators, and installers may not be accurate representations of the actual stone. Linnstone surfaces contain natural materials. Colour, shade, pattern movement, and grain size variations are quite common in this natural product and these properties are inherent. Samples are small pieces cut from a slab; they do not display all the characteristics of the actual slab. Colour samples are provided for reference purposes only and are not an exact replica of what will be installed on your property. We recommend that customers inspect the actual slabs to ensure that they receive the correct colours.
- 9.** If Linnstone surfaces fail due to a manufacturing defect, Linnstone will repair or replace such materials at its sole discretion. Linnstone cannot guarantee an exact colour match to a previously purchased product. Linnstone is not liable for any direct or indirect, consequential, incidental, punitive, or other similar damages arising from the use or inability to use the product covered by this warranty, including but not limited to lost use, lost profits, business interruption, and/or other losses.



10. The laws and regulations governing the design, engineering, and construction of installations vary greatly. Linnstone accepts no responsibility for the installation's selection, design, engineering, or construction.

11. In order to obtain service under this commercial warranty, the customer must provide proof of purchase in the form of a sales contract that shows the name of the commercial property's owner. Without proof of the original contract, this warranty is void.

12. To activate your warranty, you must register your product within thirty (30) days of installation. Visit www.linnstone.com.au to complete the online warranty registration form. You must agree to assist Linnstone or its authorised agents in inspecting the product and assisting us in performing our obligations under this warranty.

EXCLUSIONS:

1. Linnstone surfaces installed in outdoor areas are not covered by this warranty.
2. This warranty does not apply to Linnstone surfaces used as flooring.
3. This warranty excludes adhesives, caulks, and other accessory items, as well as seam appearance and performance. The shifting or movement of the substrate, cabinets, foundation, or thermal shock are the main causes of seam separation or cracking after the product is 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.
4. This warranty does not cover any fabrication work performed by someone who is not a Linnstone certified fabricator.
5. This warranty does not cover any abnormal use, conditions, or abuse. Damage from mishandling or misuse, damage from excessive heat or exposure to weather conditions, exposure to ultraviolet light, physical or chemical abuse, and damage from improper care and maintenance or failure to follow proper installation practises are all examples of abnormal use or conditions. Never use paint removers, strong alkaline, acidic, or oxidising substances, or pumice-containing products.
6. This warranty does not cover any additional modifications or supplemental repairs that may be required to complete the repair or replacement of Linnstone surfaces covered by this warranty, such as structural changes, plumbing, electrical installation, cabinets, tiles, and so on. The owner of the commercial property is responsible for the supply of these materials and labour costs.
7. Chips, scratches, thermal shock, impact damage, and chemical damage are not covered by this warranty. Linnstone surfaces are highly scratch resistant, but not scratch proof. A cutting board must always be used when cutting directly on the surface. The Linnstone Surface Care & Maintenance Guidelines, available at www.linnstone.com.au, must be followed at all times.
8. This warranty does not cover mitered edges where the joint has been improperly cut.
9. The alteration of any Linnstone factory-applied finish is not covered by this warranty. Any problems that arise as a result of "additional and/or in-shop honing" are solely the responsibility of the fabricator who performed the process and/or the owner who purchased the original Linnstone surfaces.

- 10.** This warranty excludes any abnormal adjustments made to the material, such as bending, curving, thickness reduction, surface finish variation, or any other change to the original Linnstone surfaces.
- 11.** 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. Fabrication and/or installation errors are entirely the responsibility of the fabricator/installer.
- 12.** The installation of sinks, other plumbing fixtures, or appliances is not covered by this warranty.
- 13.** A product that has been moved from its original installation location is not covered by this warranty.
- 14.** Linnstone is not liable for any damages or injuries resulting from force majeure, job site conditions, architectural/engineering design or changes, structural movement/degradation, vandalism, or accidents.
- 15.** On the back of each slab of Linnstone surface, there may be important information. The warranty will be void if this product information is removed.
- 16.** This warranty does not cover spots or "beauty marks" that are smaller than 16mm (5/8 inch). A certain amount of spots or "beauty marks" are inherent in the manufacturing process and have no effect on the material's structural integrity.
- 17.** In order to receive service under this limited warranty, a Linnstone authorised agent must be granted access to inspect the Linnstone surfaces being claimed. Linnstone requires complete cooperation from its agent in order to service this limited warranty. The findings of Linnstone shall be final and binding on all parties.
- 18.** Except as expressly stated herein, Linnstone makes no other express or implied warranty, representation, or guarantee regarding its products. This is the only warranty offered by Linnstone for its stone surfacing materials.
- 19.** No one, other than Linnstone, is authorised to make any warranty or promise on Linnstone's behalf regarding its materials.



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.

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