# COSENTINO





COSENTINO, S.A.U. ("Cosentino") warrants to the registered owner of the installed Silestone by Cosentino® ("Silestone") product, purchased only from any Home Depot, Inc. or Home Depot Canada, Inc. store on or after October 24, 2019, will be free from manufacturing defects from the date of installation when fabricated and permanently installed in a single-family residence by an Authorized Installer. If it is determined by Cosentino or its authorized warranty service agent that a manufacturing defect in the material exists, Cosentino will at its option, repair or replace the defective Silestone product.

This Limited Lifetime Warranty shall have full validity only when the consumer has registered within 6 months of purchase of the product, as indicated in the corresponding section, and when the customer submits the original invoice or sales receipt (indicating the purchase date and name of the dealer of the product). In order to be effective, this warranty must be registered online on the website www.cosentino.com. Cosentino reserves the right not to offer the free warranty service if the requirements set forth in the preceding paragraph are not met, or if the information provided is false, incomplete or illegible.

### WHAT THIS LIMITED LIFETIME WARRANTY COVERS:

- √ This warranty applies to Silestone surface materials only.
- √ This warranty covers Silestone surfaces that have been purchased from Home Depot, Inc. or Home Depot Canada, Inc., and installed by an Authorized Silestone Installer, Dealer or Service Provider ("Authorized Installer").
- This warranty covers Silestone surfaces that have been permanently installed in your single-family residence by an Authorized Installer and have not been moved from their original installation.
- √ This warranty Silestone surfaces that have been maintained according to the Silestone surfaces Care and Maintenance guidelines set forth on https://ca.silestone.com.
- ✓ This warranty covers the replacement of the defective product with one of similar characteristics (colour, thickness, etc.) as those of the product purchased by the customer, unless it is impossible owing to the product being discontinued. In this case, the product may then be replaced by a product of similar characteristics.

### WHAT THIS LIMITED LIFETIME WARRANTY DOES NOT COVER:

- \* This warranty does not cover Silestone surfaces that have not been paid for in full.
- \* This warranty does not cover Silestone surfaces that have been moved from their original installation
- \* This warranty does not cover "commercial uses" of Silestone products. "Commercial uses" include but are not limited to use in commercial buildings such as retail stores, restaurants, offices, hotels, or apartment complexes.
- **X** This warranty does not cover outdoor uses of Silestone.
- \* This warranty does not cover Silestone products that the customer decides he or she does not like after installation due to colour, pattern, layout, edging styles or other opinions based on personal preference.
- Silestone surfaces are intended to have a natural and non-uniform appearance, thus, this warranty does not cover any variations in colour, tone, shade, particle structure/distribution.
- X This warranty does not cover gloss level variances in the material derived from natural changes over time occurring in the different components of the Silestone product.
- 🗱 This warranty does not cover differences between samples or photographs of Silestone product and the true product purchased.
- \* This warranty does not cover damage or breakage caused by any form of abuse, mishandling, misuse, excessive heat/cold, excessive pressure/force, scorching, exposure to weather conditions, exposure to ultraviolet light, physical/chemical abuse or improper care and maintenance.
- \* This warranty does not cover cracks in the surface after its installation. Cracks in the final product are not considered an indication of defective material. The main causes of cracking are movement of the cabinetry or substructure below the countertop surface, movement of the floor, foundation or other structures below the cabinetry, which indirectly may cause shifting of the cabinetry or the surface to become unlevel, the direct application of heat on the surface, thermal-shock, the placement of excessive weight on the surface or the result of scraping, bumping or impacts to the material after its installation. Caution: Do not use "crock pots," skillets or other hot items directly on your Silestone surfaces. Always place them on a trivet or cutting board to protect your Silestone surface from thermal shock.
- This warranty does not cover chipping or other impact damage to the Silestone product.
- 🗱 This warranty does not cover scratches. Silestone surfaces are highly scratch resistant but not scratch-proof. Use of cutting boards is highly recommended.
- ★ This warranty does not cover staining or chemical/acid etching.
- 🗱 This warranty does not cover seam appearance or performance for countertops and backsplash area, adhesives, caulk or other accessory items.
- \* This warranty does not cover temporary marks on the Silestone products including but not limited to metal marks, fingerprints or smudges or other temporary marks made by household utensils.
- \* This warranty does not cover any failures due to inadequate support for installation, including overhangs in excess of the recommendations provided by Cosentino which are inadequately supported.
- \* This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Silestone Care \* Maintenance guidelines.
- \* This warranty does not cover failures due to improper fabrication or installation.
- \* This warranty does not cover the altering of any factory applied finish.
- \* Cosentino is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural and engineering design, structural settling or movement, acts of vandalism, accidents, natural disasters, damage caused by the interaction of other products or any other cause beyond the control of Cosentino.

- \* This warranty does not cover consequential or incidental damage, loss or expense other than the product itself, including, but not limited to, damage to other products or installations, or additional or supplementary repairs/modifications on plumbing, electrical, tile, masonry work or wall surface modifications that may be necessary to repair or replace the Silestone product covered by this warranty. Such other repairs and modifications shall be the sole responsibility of the customer.
- \* This warranty specifically excludes damage which could result from a defect that is covered, including those that occur during the period the claim is being processed, as well as throughout the period the product is being replaced. This exclusion extends, but not limited to, any harm, including loss of profit, affecting commercial, industrial, professional or merely living activities, which the consumer, purchaser of the product or any third party may suffer.
- \* Any damage directly or indirectly caused by any action, work or any other intervention carried out by third parties not related to Cosentino, such as: problems caused by an incorrect finish / preparation of the product by inappropriate installation methods or by any other modification or manipulation of the original Silestone Product, such as variations in colour, thermal impact, impact damages, misuse or an inappropriate chemical treatment, performed by third parties.
- \*\* Damage resulting from the improper use, including, but not limited to: (i) use of the product for purposes other than for which it was intended; (ii) use of the product in a way that does not comply with the applicable technical or safety standards; (iii) failure to follow the user and maintenance manual; and (iv) exposure of the product on the exterior of buildings.
- \* The durability of services ancillary to the actual functionality of the product during its period of validity.
- \* Any problems or damage resulting from exposure of the Silestone product to intensive and continuous use for long periods of time or use in common areas: including, among others, discoloration, loss and decline in performance and aesthetic characteristics.
- 🗱 Problems, damage or inconvenience arising from the generation of static electricity or the use of products designed to eliminate or reduce its effects.
- 🗱 Damage arising from deficiencies or omissions in technical projects in buildings in which Silestone products are used.
- 💢 Repairs to and / or handling of the Silestone product without proper verification by Cosentino.

### REGISTRATION, ACTIVATION, TRANSFERING AND OBTAINING SERVICE:

To register as the holder of this warranty, the warranty must be activated through https://ca.silestone.com. This website requires certain information to complete registration, including information regarding the point of sale and / or fabricator, as well as of the customer. We therefore recommend that customers register directly with the fabricator. At the end of the registration, the customer may have this warranty printed for his/ her use.

If you believe that there is a defect in your Silestone product and wish to make a claim under this warranty, you must do so by fax, email and / or letter, or by telephone by contacting Cosentino Customer Service and stating your warranty number:

#### Cosentino Canada, Inc.

355 Alhambra Circle, Suite 1000 Coral Gables, FL 33134 Attn: Warranty Administrator 1-877-436-7482 Email: cs@cosentino.com

To obtain service under this warranty, you must permit Cosentino or its authorized agents, fabricators or installers to inspect your Silestone product at your residence. Also, you must reasonably cooperate with Cosentino and its agents in their efforts to service this limited warranty.

Except as provided in this limited warranty, Cosentino shall not be liable in either tort or contract for any loss of direct, consequential or incidental damages arising out of the use or in ability to use the product in residential applications covered by this warranty. Some provinces do not allow the exclusion or limitation of incidental damages, so the above limitation or exclusion may not apply to you.

Cosentino makes no other warranty, representation or guarantee, express or implied, with respect to its products, except as expressly stated herein. Some provinces may not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which may vary from province to province.

## WHAT COSENTINO WILL DO IF THE PRODUCT HAS A DEFECT

If a Silestone product is found with a defect, within the terms and conditions of this warranty, Cosentino will, after due verification, proceed to replace or repair the material necessary to produce the Silestone product. Cosentino is solely authorized to grant warranties on Silestone quartz surfaces.

The decision to repair or replace Silestone product found with a defect is at Cosentino's sole discretion. If Cosentino decides to replace the Silestone product, it will be replaced with product that is the same colour and thickness as the product purchased by the customer, and an exact colour match is not guaranteed. If the Silestone product purchased by the customer was discontinued, it would then be replaced by a product of similar characteristics.

## SPECIFIC WARRANTY INFORMATION CONCERNING FINISHED PRODUCTS SILESTONE

Silestone finished products in the form of three-dimensional surfaces, such as kitchen sinks, toilets and shower trays are under warranty against manufacturing defects of the product for a period of FIVE (5) YEARS, all under the terms, conditions and limitations described for all other Silestone products.