

WARRANTY

The following Limited Warranty is limited to purchasers of Questech Natural Stone Tile, Questech Cast Stone Tile, and Questech Cast Metal Tile (collectively referred to herein as “Questech Tile”):

LIMITED WARRANTY: PERFORMANCE SPECIFICATIONS

Questech warrants, for a period of 12 months from shipment from the factory, that any products sold by it, will meet the performance specifications outlined in the relevant Questech Technical Performance Summary. This limited warranty only applies to Questech Tiles that are handled and installed in the manner specified in the relevant Questech Installation, Use and Care Instructions.

Special Note for Commercial Applications: Notwithstanding the foregoing, because specific installation details, structural design and environmental conditions are beyond the control of Questech, Questech cannot accept responsibility for performance of the products from and after the time that they are installed.

LIMITED WARRANTY: MANUFACTURING DEFECTS

Questech warrants, for a period of 12 months from shipment from the factory or until installation, whichever occurs first, that its products will be reasonably free of manufacturing defects in materials and workmanship. This limited warranty only applies to Questech Tiles that are handled and installed in the manner specified in the Questech Installation, Use and Care Instructions. Questech shall not be responsible for manufacturing defects in materials and workmanship from and after the time that they are installed.

WHAT QUESTECH WILL DO

In the case of claims involving manufacturing defects in material and workmanship, or any commercial performance claims, Questech will not have any liability, nor will a claim be accepted for, tile once it has been installed. The exclusive remedy for valid claims under this limited warranty shall be replacement of the defective Questech item with a comparable item, or if the item cannot be replaced and, in any event at the option of Questech and its agents, return of the product and refund of the purchase price. This limited warranty is limited to replacement of products only, and Questech Corporation will not be responsible for shipping costs of the replacement tile, nor any costs associated with the removal or installation of tile, including labor and material costs.

HOW TO MAKE A CLAIM

Questech must receive notification of the claim as soon as reasonably possible, but in no event later than the end of the warranty period. The original purchaser of the Questech Tile must provide Questech with a copy of the sales invoice in order to have a claim honored under this Limited Warranty. The invoice must show:

Date of sale

Description of purchase, including material and quantity

Name and address of seller

Name and address of buyer

Claims, or any questions about this Limited Warranty should be addressed in writing to: Customer Service – Claims, Questech Corporation, 92 Park Street, Rutland, VT 05701.

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EXTENT OF THE WARRANTY

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, GIVEN WITH RESPECT TO QUESTECH TILE. IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. QUESTECH IS NOT RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

STATE LAW

This Limited Warranty gives the purchaser specific legal rights, and you may have other rights that vary from state to state.

The Q-Seal Forever Limited Warranty

Q-Seal LLC warrants that natural stone tiles applied with Q-Seal by an authorized Q-Seal distributor will not require resealing for as long as you own the home in which the tiles are installed. This warranty is limited to interior, residential installations, and is for the benefit of the original purchaser of such tiles only. Any outdoor or commercial use voids this warranty.

IMPORTANT: ALL TILES MUST BE INSPECTED PRIOR TO INSTALLATION FOR VISUAL DEFECTS OR NON-CONFORMITIES IN THE Q-SEAL PROTECTIVE SEALER. INSTALLATION OF TILES THAT HAVE APPARENT VISUAL DEFECTS OR NON CONFORMITIES IN THE Q-SEAL PROTECTIVE SEALER VOIDS THE Q-SEAL FOREVER LIMITED WARRANTY.

EXCLUSIVE REMEDY

The warranty holder must at all times reasonably assist Q-Seal LLC by providing information, access to the premises for inspection, and follow all instructions per the Q-Seal Natural Stone Installation, Use and Care Instructions.

A warranty claim can be valid ONLY if the Q-Seal applied to a natural stone tile is proven to fail in its essential purpose of not requiring resealing.

The sole and exclusive remedy for a breach of this limited warranty is that Q-Seal LLC will, at its sole discretion, either refund the original purchase price of the natural stone tile treated with Q-Seal or, repair the specific area(s) that contain failed Q-Seal.

In the event Q-Seal LLC elects to repair the tile, Q-Seal LLC will remove Q-Seal from the surface of the specific area(s) that contain failed Q-Seal, reseal the surface with a traditional, quality stone sealer, and refund the purchase price of the Q-Seal.

Q-Seal LLC will not pay any additional costs incurred in connection with either the original installation or repair of the tile, including installation labor and materials, demolition, plumbing, electrical, gas, paint or trim costs, maintenance costs, as well as any incidental repairs or modifications.

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Q-Seal protected stone makes the stone resistant to stains and chemicals, but not impervious to these agents. The presence of a stain, chemical etching, mold or any other damage is not a valid claim under this warranty. Carefully read the applicable Q-Seal Installation, Use and Care Instructions for more information. Please take note of these other important limitations to this warranty.

- **Proper Installation and Care:** This warranty only applies to stone tile installed in accordance with the standards and guidelines as set forth in the Tile Council of North America Handbook for Ceramic, Glass and Stone Tile Installation, and installed and maintained in the manner specified in the applicable Q-Seal Natural Stone Installation, Use and Care Instructions.
- **Interior Installations Only:** The warranty is limited to interior installations of natural stone and does not cover uses of Q-Seal exposed to outside weather and climate conditions.
- **Residential Installations Only:** The warranty is limited to residential installations, and does not cover use of products for “commercial” uses.
- **Non-Transferable:** This warranty is non-transferable and is for the benefit of the original purchaser of the stone tile only (or the original resident, if the home is purchased new from a non-resident builder/owner). The warranty is void if the tiles are moved from the original place of installation.
- **Chip, Flake and Scratch Limitation:** The warranty does not apply to areas where the stone tile becomes damaged due to chipping, flaking, crumbling or scratching. In the event the tile becomes damaged, Q-Seal may not be present in the damaged area. You may be able to protect that area with conventional stone sealer.
- **Abnormal Use and Conditions:** This warranty does not cover abnormal use or conditions, or abuse in any way. “Abnormal use or conditions” includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat or fire, physical or chemical abuse, vandalism, and damage from improper care and maintenance.

LIMITED WARRANTY REGISTRATION

Please go to www.q-seal.com to register your warranty. Registering will help protect your purchase, and in the event of a claim, improve your service experience.

HOW TO MAKE A CLAIM

To make a claim under this limited warranty, Q-Seal LLC must receive written notification of the alleged defect within thirty (30) days of discovery. Send claims and the required documentation to: Q-Seal LLC, 92 Park Street, Rutland, VT 05701, Attention: Q-Seal Customer Service.

As a condition of this limited warranty, you must provide proof of purchase for the Q-Seal Natural Stone. Proof of purchase for materials is a valid receipt from the store and must show purchase date, name and address of store purchased from, name and item number of stone tile purchased, quantity of Q-Seal Natural Stone purchased and price paid for each purchase. Proof of payment in full is also required.

TECHNICAL ASSISTANCE

Technical assistance can be found on www.q-seal.com. Additional assistance is available via telephone at 802-773-1228, or email at info@q-seal.com.

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EXTENT OF THIS WARRANTY

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, GIVEN WITH RESPECT TO Q-SEAL. IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. SOME STATES DO NOT ALLOW EXCLUSIONS OR DISCLAIMERS OF IMPLIED WARRANTIES OR OTHER RESTRICTIONS ON IMPLIED WARRANTIES (SUCH AS LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS), SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. Q-SEAL LLC IS NOT RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

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