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## Pure® Surfaces

LIMITED 15 YEAR COMMERCIAL (PRODUCT ONLY) WARRANTY — EFFECTIVE MARCH 15, 2019

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Basix Surfaces West warrants to the owner of the original installation of Pure® Surfaces (the Product), that it shall be free from material defects for a period of fifteen (15) years from date of commencement of installation.

During the first 15 years after the date of initial installation, the sole responsibility and liability of Basix Surfaces West shall be to repair or replace, at their option, if the product fails due to a manufacturing defect.

This warranty applies to Pure® Surfaces products installed after March 15, 2019.

### **Terms and Conditions:**

- The 15 year limited warranty applies to Pure® Surfaces materials only.
- The Product must be fabricated and installed by a qualified and trained fabricator and installer.
- The Product should be used and properly maintained in accordance with instructions provided by Basix Surfaces West in its Pure® Surfaces Product Care and Maintenance Guide.
- This warranty applies to Pure® Surfaces that have been permanently installed in an interior application and have not been moved from their original location.
- In no event shall Basix Surfaces West be liable for special, indirect, incidental, punitive, consequential, or any similar damages whether or not caused by or resulting from the negligence of Basix Surfaces West even if they have been advised of the possibility of such damages.
- Basix Surfaces West shall make its best effort to repair or replace with the best possible color match to the original material as possible. Basix Surfaces West cannot guarantee that the repair or replacement will be an exact color match to the original due to the natural minerals and ingredients used in the manufacture of Pure® Surfaces.
- The owner must give Basix Surfaces West prompt notice of any alleged defects discovered after exercising due diligence, and reasonably cooperate with the authorized service agent for Basix Surfaces West and provide access to the installation site to obtain service under this limited warranty.
- This warranty is applicable only to the original purchaser and only when all final payments have been made on the product.
- This warranty is non-transferable. Any associated repair or replacement cost other than the product will be the original purchaser's responsibility.



- Product or materials not paid for in full
- Issues that are inherent characteristics of quartz surfacing, regardless if considered as a defect by the purchaser.
- Damage from faulty or improper fabrication and/or installation is the responsibility of the respective companies providing the service. This includes, but is not limited to seams, seam performance, color match, caulking and other aspects of fabrication and installation.
- Damage from improper or unstable support.
- Damage from any form of abuse, exposure to excessive heat, accidents, misuse, including but not limited to chips, cracks, scratches and stains,.
- Product that was installed with known or visible manufacturing defects, at the time of installation.
- Color variance and variations in color, shape, size and/or distribution of colors in a slab are inherent in either natural stone, manufactured composite or quartz surfaces.
- Repairs or modifications that may required by other trades (electrician, tile, cabinet or plumbing for example) to properly repair or replace the Pure® Surfaces surfacing.
- All outdoor, portable and non-interior applications.

Basix Surfaces West is not responsible for damage or injury caused in whole or by part by acts of God, job site conditions, exterior installations, architectural or engineering design, structural movement, acts of vandalism, fabricator or installer errors or accidents.

No other express or implied warranties of merchantability or fitness for a particular purpose are made by this warranty, except for those expressly provided herein. Under no circumstances shall Basix Surfaces West be liable for any loss or damage arising from the purchase, use or inability to use this product, or for any special, indirect, incidental or consequential damages. In no case will Basix Surfaces West be liable for labor to remove and/or reinstall Pure® Surfaces or other similar activities necessary to complete the replacement or removal of the defective material.

#### Claim Procedure:

To obtain service under this warranty, contact your original installer or distributor to verify if a warranty claim should be considered. Notify Basix Surfaces West of the same via email at [michelle@pure-surfaces.com](mailto:michelle@pure-surfaces.com). Include the completed " Pure® Surfaces Warranty Submission" form prior to the expiration of the warranty period. The customer must furnish to Basix Surfaces West the completed Warranty Submission form to be considered. It may be sent by US Mail or email to [michelle@pure-surfaces.com](mailto:michelle@pure-surfaces.com).

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