# LIMITED 15 YEAR COMMERCIAL WARRANTY

Hendrix Industries, Inc., a Texas corporation ("Hendrix") provides this 15 Years Limited Commercial Warranty to the owner of structure where Techno Quartz by Hendrix® product ("Product") was installed, subject to the terms and conditions of this Limited Warranty.

THIS LIMITED WARRANTY: (1) IS THE SOLE AND EXCLUSIVE WARRANTY EXTENDED TO PURCHASER AND IS IN LIEU OF ALL OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT), AND (2) REPLACES ANY AND ALL STATUTORY WARRANTIES (TO THE MAXIMUM EXTENT ALLOWED BY LAW). HENDRIX HEREBY DISCLAIMS ALL OTHER WARRANTIES. IN NO EVENT SHALL HENDRIX BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS, EVEN IF HENDRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (TO THE MAXIMUM EXTENT ALLOWED BY LAW). SEE HENDRIX'S TERMS AND CONDITIONS AT www.hendrixindustries.com/terms&conditions

**Who is covered by Warranty:**

- Warranty is provided for the owner of the structure where the Product was originally installed.
- Warranty is transferrable subject to the terms and conditions of this Warranty during the Warranty Period.
- Warranty Period is for 15 years starting on the Product's date of purchase.
- In order for Warranty to be effective, the Product must be registered within 60 days of installation at www.hendrixindustries.com/warrantyregistration

**What is covered by Warranty:**

- Commercial warranty is for installation of the Product at apartments, condominiums, hotels, motels, and other locations open to the general public. Commercial is distinguished from installation of Product at single family residences.
- Hendrix warrants that the Product will be free from manufacturing defects for the intended use of the Product for the duration of the Warranty Period.
- Product must be maintained in accordance with Hendrix's Product Care and Maintenance Guide at www.hendrixindustries.com/care&maintenanceguide
- Manufacturing defects include material, visible or latent defects created by Hendrix, not by third parties.
- Upon confirmation of manufacturing defects, Hendrix will at its discretion provide a one-time repair, replacement or refund of Product to the warranty owner at the "Pro Rata" amount during the Warranty Period.
- Should Hendrix choose to replace the Product under warranty at the time of the replacement decision, it will do so only with inventory which it has on hand, which may vary in color intensity, hue or shade.
- Warranty does not cover any labor, shipping, secondary or incidental costs to remove or replace the Product.
- Warranty covers only polished finishes, not any other finishes including textured or honed finishes.

**Warranty Exclusions or Voidance:**

- Warranty is not effective if Product was purchased via an unauthorized distributor or reseller. To confirm an authorized distributor, please visit www.hendrixindustries.com/authorizeddistributor
- Warranty does not apply to Product which original finish or thickness has been altered.
- Warranty does not apply to Product that has been removed, replaced or altered after its original installation.
- Warranty does not apply to Product that has not been fully paid or has associated liens.
- Warranty does not apply to Product improperly fabricated or installed. Product must be properly fabricated and installed in accordance with Hendrix's guidelines at www.hendrixindustries/fab&installationguide.

- Warranty does not apply to Product installed on inadequate support.
- Warranty does not apply to Product installed in violation of construction or building codes.
- Warranty does not apply to Product installed in abandoned or unoccupied building structures.
- Warranty does not apply to Product installed outdoors or directly exposed to sunlight or UV rays.
- Warranty does not apply to Product installed in areas exposed to saltwater.
- Warranty does not apply to Product installed for floors, sub-floors, high-traffic areas, shower trays, shower pans, steam showers, steam rooms or saunas.
- Warranty does not apply to Product installed on moving vehicles, including but not limited to cars, boats, RV's, planes, etc.
- Warranty does not cover damages resulting from unintended use of Product, including but not limited to creative use like bending or installation on entry-ways, ceilings, fireplaces, uneven walls or surfaces.
- Warranty does not cover scratches, chips, surface stains, or water spots.
- Warranty does not cover damages resulting from negligence or mishandling of Product, including but not limited to physical abuse, chemical exposure, high heat exposure, thermal shock, and outdoor exposure.
- Warranty does not cover any services, products or materials produced by other manufacturers, including but not limited to plumbing, electrical work, tile work, cabinets, and sinks.
- Warranty does not cover seams performance and appearance.
- Warranty does not cover damages resulting from Acts of God, vandalism or accidents.

**Making a Claim:**

- To make a claim under this Warranty, the owner must complete and submit the Warranty Claim Form at www.hendrixindustries.com/warrantyclaim within 30 days of defect discovery.
- In order for Hendrix to respond to any Warranty claims, Hendrix's authorized agents must be permitted sufficient time and opportunity to inspect and evaluate the Product prior to responding to claim.
- Texas Law governs the interpretation and enforcement of this Warranty, subject to Hendrix's terms and conditions at www.hendrixindustries.com/terms&conditions

**Warnings and Legal Notices:**

**WARNING**: Although our products themselves do not pose a risk to end consumers once installed, it is during manufacturing and fabrication that the tradesmen performing these tasks are at risk of being exposed to Respirable Crystalline Silica (RCS1) containing dust.

**CAUTION: SILICA DUST HARMFUL IF INHALED**.

Respirable Crystalline Silica Dust Hazard: TechnoQuartz slabs contain crystalline silica. Stone handling processes including, but not limited to, cutting, abrading, grinding, drilling, etc. of any silica-containing stone products may create respirable dust particles containing crystalline silica, which is an inhalation hazard. Workers who inhale respirable crystalline silica dust are at an increased risk of developing serious respiratory or lung-related diseases including, but not limited to, silicosis, lung cancer, and other health effects including kidney disease.

Exposure to silica dust from cutting, grinding, or polishing can cause acute lung injury, silicosis, or cancer. Wear proper personal respiratory protection. Always use the recommended wet-cutting methods.

- NO DRY CUTTING, BORING AND DRILLING
- NO DRY GRINDING
- NO DRY POLISHING

For more information, go to www.P65Warnings.ca.gov

Made in the USA Born in Sealy, Texas