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## PURESTONE LIMITED WARRANTY

Congratulations on your purchase of a Purestone bench top supplied by Trethewey Stone. Trethewey Stone is pleased to confirm the terms and conditions of the Purestone 10 year limited Warranty.

1. Trethewey Stone gives the following Warranty to you in respect of the slab, subject to the terms and conditions set out below.
2. Subject to clause 3, Trethewey Stone warrants that the Slab will remain free from defects arising from the manufacture of the slab for a period of 10 years from the date of installation of the product.
3. What is not included in the Warranty.

(i) The Warranty does not cover any defect in, or damage to, the Product arising from any work done

by any person other than Trethewey Stone;

(ii) The warranty covers any defects in the manufacture of the original slabs. The subsequent

fabrication, application and workmanship are not covered under this warranty.

(iii) the Warranty does not cover any defect in, or damage to, the Product which results from it being

used for flooring or in any outdoor application (including swimming pools) or any other application

involving exposure of the Slab to ultraviolet radiation, chemicals, flames or excessive heat;

(iv) the Warranty does not cover any defect in, or damage to, the Product which results from not being cleaned in accordance with the Trethewey Stone® Care and Maintenance Guide;

(v) Given that Trethewey Stone® Slabs are manufactured from natural materials, each slab is unique and variations to shading, quartz distribution and reflectivity do occur and are naturally occurring characteristics of the material. Consequently, (a) samples are indicative only and may vary from the

final product; and (b) naturally occurring variations in appearance caused by artificial or natural lighting are not covered by the warranty; Changes in the appearance of the slab from reflected light is a natural part of the slabs.

(vi) inspections of the surface of the slabs is to be in a normal viewing position with the slab being

illuminated by "non-critical light". "Non-critical light" means the light that strikes the surface is diffused and is not glancing or parallel to that surface.

(vii) the Warranty does not cover any defect in, or damage to, the Product which results from mishandling or misuse;

(viii) the Warranty does not cover any defect in, or damage to, the Product which results from placing hot items including, but not limited to, hot pans, electric frying pans or oven trays directly on the Slab;

(ix) the Warranty does not cover any defect in, or damage to, the Product which results from the use of products which contain trichlorethane or methylenechloride (such as paint removers or stripper) or cleaning agents which have high alkaline/pH levels.

(x) the Warranty does not cover any irregularity in the slab that existed in the material prior to fabricating and installation and were present in the final installed product. This is a fabrication issue.

(xi) the Warranty does not apply to natural quartz surface variations within or on the surface of the slabs, these are inherent in the manufacturing process and are a characteristic of the material.

(xii) Cracks in the material are not a material fault; cracking is the result of externally induced mechanical stress on the material after installation. The most likely causes are settlement or movement, excessive weight being placed on the tops, such as standing or sitting on them. Heat, as explained in section (viii) may also result in a crack. Any crack emanating from a sink cut-out, cook top cut-out or "L" shaped cut-out is also not covered under this warranty, these are not caused by any fault in the material. Chipping is not a material fault, it is normally the direct result of an impact to the edge of the bench top surface, and as such it is not covered by warranty.

(xiii) The Warranty is applicable to the original purchaser of the materials and is not transferable to subsequent owners.

(xiv) The Warranty excludes material that has been moved from their original place of installation.

(xv) Fireplaces vary in design and construction and in the amount of heat output; Trethewey Stone does not warrant material that has been damaged when used in this type of installation.

(xvi) The Warranty does not apply if the material is not installed by a qualified, licensed stonemason.

4. Cleaning Requirements. Please refer to the full Trethewey Stone® Care & Maintenance recommendations.

5. Time for claim under the Warranty. You must make any claim under this Warranty within twenty eight (28) days after the occurrence of an event which gives rise to a claim pursuant to the Warranty, by notice in writing received by

**Trethewey Stone,  
230 Cambridge Terrace Naenae  
Lower Hutt**

6. Statutory Rights

(i) These terms and conditions do not affect your statutory rights.

(ii) The limitations on the Warranty set out in this document do not exclude or limit the application of the mandatory conditions and warranties implied by the Trade Practices Act 1974 or any other provision in that Act, the Consumer Guarantees Act, 1993 (NZ) or any other equivalent or corresponding legislation in the relevant jurisdiction where to do so would:

(a) contravene the law of the relevant jurisdiction;

(b) cause any part of the warranty to be void.

(iii) Subject to paragraph 6 (ii), Trethewey Stone excludes consequential loss of any kind (including, without limitation, loss of use of the Product) and (other than expressly provided for in these terms and conditions) all terms, conditions and warranties implied by custom, the general law or statute.

(iv) subject to paragraph 6 (ii), Trethewey Stone's liability to you for a breach of any express term, condition or warranty is limited at the option of Trethewey Stone to replacing the product.

#### 7. Privacy

(i) In order to provide the Warranty to you, Trethewey Stone requires the information that it requests from you when you purchase the Product and when you make a Warranty claim. For that purpose, it may be necessary to give that information, including information which identifies you personally, to other companies.

(ii) Under the Privacy Act 1993, individuals have rights of access to and correction of their personal information held by Trethewey Stone.