



crescent quartz

born in new orleans

COMMERCIAL LIMITED 10 YEAR WARRANTY

The following outlines the terms and conditions of warranty between you, the Customer, and Triton Stone Group New Orleans, LLC ("Triton Stone") regarding Crescent Quartz material. Customer acknowledges that he/she has read, understands, and agrees to all terms and conditions of this Warranty.

Triton Stone, at its full and sole discretion, warrants any Crescent Quartz material against manufacturing defects for a period of ten (10) years from the original date of installation. This warranty is non-transferrable. It is issued to, and only warrants, the original registered owner of the structure in which the Crescent Quartz material was originally installed. In order for this Warranty to be deemed effective, Customer must contact the Triton Stone location where the Crescent Quartz material was purchased to activate this Warranty within thirty (30) days of installation. Failure to do so, deems this Warranty void.

SCOPE OF WARRANTY

- This Warranty only applies to Crescent Quartz material which is distributed by Triton Stone.
- Triton Stone only warrants Crescent Quartz material that is permanently installed in commercial structures. This Warranty does not apply to Crescent Quartz material that has been moved from its original installation location or has been altered in any way.
- This Warranty only applies to Crescent Quartz material that has been paid for in full.
- In order to remain eligible under this Warranty, Crescent Quartz material must be maintained according to Triton Stone's Crescent Quartz Care and Maintenance Guide. Deviation from the Care and Maintenance Guide will void this Warranty. Triton Stone's Crescent Quartz Care and Maintenance Guide is available at any Triton Stone location or at www.tritonstone.com.

WARRANTY EXCLUSIONS

- Except for our UV colors, Triton Stone does not warrant any Crescent Quartz material that is installed outdoors. Direct and constant exposure to the sun may cause differences in the appearance of our non-UV rated Crescent Quartz material and therefore should be avoided.
- This Warranty only applies to Crescent Quartz material installed in commercial dwellings. This Warranty does not apply to Crescent Quartz material that is used as flooring, or that is installed in boats, ships, recreational vehicles, steam rooms, or indoor pools. For residential installation, please refer to the Residential Warranty.

WARRANTY EXCLUSIONS (contd.)

- Triton Stone does not warrant issues or failures related to transportation, fabrication, or installation of Crescent Quartz material including, but not limited to, the appearance or performance of seams, caulking, etc. Customer should contact his/her fabricator regarding these types of failure.
- This Warranty does not cover Crescent Quartz material exposed to abnormal use or conditions or abuse in any way. "Abnormal use or conditions" includes but is not limited to cracks that occur due to thermal shock from the use of hot pots, skillets, or other heated items placed directly on the surface. Damage from exposure to ultraviolet light, physical or chemical abuse, acid etching, damage from improper care and maintenance, or damage from chipping, cracking, scratches, impact damage, or breakage due to Customer abuse is not covered by this Warranty.
- Triton Stone is not responsible for marks resulting from daily use of Crescent Quartz material, including fingerprints, cup stains or rings, or any other stains or marks. As indicated in the Crescent Quartz Care and Maintenance Guide, some marks are difficult to remove if they are not cleaned within twenty-four (24) hours, particularly on those surfaces with special finishes, including honed, leather, eggshell, or brushed finishes. Please refer to the Crescent Quartz Care and Maintenance Guide for cleaning and maintenance instructions.
- Triton Stone does not warrant any damage or flaw of Crescent Quartz material that results from modification of the material including, but not limited to, bending, curving, reduction in thickness, or alteration of any factory applied finish.
- This Warranty does not apply to repairs or modifications of Crescent Quartz material not made by Triton Stone, including any material or product that has been applied, fastened, glued, adhered, or attached to the Crescent Quartz material in any way.
- Triton Stone may provide product samples to Customer. However, samples are only representative and are not an exact replication of what will be installed in Customer's residence. Variations in color, gloss, finish, size, shade, shape, and pattern distribution of natural stone and the tone of the background are inherent and unique characteristics that are to be expected. Therefore, this Warranty does not cover differences between samples and purchased material. Additionally, Triton Stone does not warrant any Crescent Quartz material that the Customer decides he/she does not like following installation. If you have questions regarding Triton Stone materials, products, or designs, please contact Triton Stone prior to installation.
- This Warranty does not cover any request to repair or replace Crescent Quartz due to any additional or supplemental modifications, including any plumbing, electrical, tile, or wall surface modifications.
- Triton Stone is not responsible for damage or injury caused in whole or in part by acts of nature, site conditions, architectural or engineering designs, structural movements, acts of vandalism, or accidents.
- Crescent Quartz material is produced from natural quartz aggregates, which are adhered with polyester resin and color powder. Issues may originate due to the materials' properties, such as small spots, abnormal particle distribution, or discoloration on the surface. These do not affect the structure or integrity of the material, are not considered a manufacturing defect or material failure, and are not covered by this Warranty.

WARRANTY PROCEDURE

- In the event that Customer alleges a manufacturing defect in his/her Crescent Quartz material, Customer, the original registered owner, should contact the Triton Stone location from which the Crescent Quartz was purchased. Contact should be established within fifteen (15) days of the appearance of the defect. Should Customer fail to contact Triton Stone within fifteen (15) days of the appearance of the defect, this Warranty is deemed void.
- Customer must allow Triton Stone or its agents to inspect the material. If such inspection is denied, this Warranty is deemed void.
- If a manufacturing defect is confirmed, Triton Stone or its agents reserve the right to all decision making with regard to the repair and/or replacement of the Crescent Quartz material. In the case of replacement, Triton Stone is only responsible for the cost of the Crescent Quartz material and not costs related to transportation, fabrication, installation, or any other costs caused by the direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use of or inability to use the Crescent Quartz material.
- Exact color, consistency, and shade may vary from slab to slab. Triton Stone cannot guarantee that any replaced material will be an exact match to the originally installed material. Under the terms of this Warranty, Triton Stone, at its full and sole discretion, reserves the right to provide replacement material with a color and design match that is as close as reasonably possible to the original material. Should the original material be unavailable or discontinued, a suitable replacement will be made from material that is within the same quality and price range as the warranted product.

VALIDITY

- The above represents the entire Commercial Limited Ten Year Warranty for the Crescent Quartz material purchased by Customer and will supersede any other warranty or representation, either oral or written. Triton Stone disclaims any and all other warranty that has been made with respect to the Crescent Quartz material. No other person, company, representative, dealer, fabricator, or distributor is permitted to make any promises or commitments regarding the terms and conditions of this Warranty.
- Triton Stone reserves the right, at its full and sole discretion, to change, modify, add, or remove portions of this Warranty at any time with notice to the Customer through the Triton Stone website at www.tritonstone.com. These changes, modifications, additions, or removals will become effective as they are announced at www.tritonstone.com and will become applicable to any Crescent Quartz material sold after the date of the change, modification, addition, or removal. With regard to Crescent Quartz material purchased prior to the change, modification, addition, or removal, the Customer has the right to choose whether the former Warranty or the most recent version of the Warranty will apply.

APPLICABLE LAW

- The terms and conditions of this Warranty are governed by the laws of the state where the Crescent Quartz material was purchased by the Customer. If any terms of this Warranty are found by a competent judicial authority to be unenforceable in any respect, the validity of the remainder of the terms and conditions of this Warranty will remain in effect.

CONTACT US

Please contact the Triton Stone location where the Crescent Quartz material was purchased with any questions.

