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## LIMITED 15 YEAR RESIDENTIAL WARRANTY — March 1, 2025

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EarthElements™ (the "Product") that has been permanently installed and is in its originally installed Residential location is warranted by ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, to be free of manufacturing defects. The product must be fabricated and installed by a qualified fabricator or installer. The product should be used and maintained in accordance with instructions provided by ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, in the "EarthElements™ Product Care and Maintenance" document.

During the first 15 years after the date of initial installation ZQ Surfaces, Inc. and/or ZQ Surfaces Corp can opt to repair or replace without charge if the product fails due to a manufacturing defect.

ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, shall make its best effort to repair or replace with the best possible color match to the original as possible. ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, 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 EarthElements™.

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.

### Terms and Conditions:

This warranty applies solely to EarthElements™ and does not apply to any other products including sinks, faucets, or any other added appliance, as well as any other surfacing material (for example ceramic tile or solid surface), other engineered stone products manufactured or supplied by any other party except by ZQ Surfaces, Inc. and/or ZQ Surfaces Corp. This warranty does not apply to other installations of EarthElements™ including, but not limited to installations in shower walls and moving vehicles such as, but not limited to, boats or recreational vehicles.

This warranty applies to installations of EarthElements™ that have been permanently installed in the interior of residential applications, provided they have not been moved from the original, permanent installation. EarthElements™ are for interior use only and this warranty does not cover products installed in any exterior application.

If during or after installation you decide that you do not like the EarthElements™ color you selected, replacement is not covered by this warranty.

To obtain service under this limited warranty, you must contact the source from whom you purchased EarthElements™. This step will allow your fabricator or installer the opportunity to correct any issues not covered by the EarthElements™ warranty.

To be eligible for repair or replacement, the consumer must complete the "EarthElements™ Warranty Submission Process" form, that requires project information, including proof of purchase. The homeowner can request the form from [michelle@earthelementsgroup.com](mailto:michelle@earthelementsgroup.com). This step must be completed for any warranty consideration to take place.

If you represent to us that your installation is EarthElements™, and our warranty service agent at the installation site determines that your installation is not EarthElements™, you will be liable for and charged the standard warranty service trip charge in effect at that time, and no repair or replacement will be performed.

You must permit ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, or their authorized agents to inspect the installation of the product. It is imperative that you cooperate with the efforts of ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, to perform its obligations under this warranty. All decisions about defects in manufacture shall be made by ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, and communicated to appropriate parties in a timely manner. If ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, performs a repair or replacement of your installation, we will seek to obtain the best possible result.

- This warranty is not valid unless the product and the installation have been paid in full.
- This warranty does not cover seam appearance or performance, adhesives, caulk, or other bonding or attached items.
- Thermal shock can occur when a hot pan, dish, or other receptacle or object is left on the countertop for more than a short period. Trivets or hot pads should always be used between heated cookware and EarthElements™. These issues will not be considered manufacture defects but are subject to proper care and maintenance by the owner.
- This warranty does not cover the use of products that have been exposed to outside weather and climate conditions, abnormal use or conditions, or abuse. "Abnormal use or conditions" include, but are not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, excessive force or chemical abuse, or damage from improper care and maintenance.
- Improper care of EarthElements™ may result in etching, staining, scratching, chipping, cracking or discoloration.

This warranty applies to products that have been maintained according to the EarthElements™ Product Care & Maintenance Guide. The Care & Maintenance Guide may be obtained free of charge upon request from the authorized EarthElements™ dealer, or directly from the EarthElements™ website.

What You Should Expect from Your EarthElements™ Appearance:

EarthElements™ are made from natural minerals and pigmented resin attempting to duplicate the look of natural stone. Variations in the color, gloss, finish, size and shape of veins and pattern, and background tone of the product are inherent in the process. These are unique characteristics to be expected within this product. Blemishes, such as blotches or spots, are essential in the manufacturing process, just as you would find in natural stone.

### Color Samples:

EarthElements™ website photo color representations, samples and literature pieces are only for color representation and are not guaranteed to be an exact replica of the final product. Due to the randomness effect of colors that contain natural minerals and movement or veining, some color samples, especially smaller samples, may not capture the overall slab aesthetic. Your countertop will not be replaced under this warranty due to color variations from sample(s).

### Excessive Heat:

Thermal damage may occur when a hot pan, pot, dish, or any other receptacle or object is left on the countertop. Trivets or hot pads should always be used between heated cookware and EarthElements™. Damage from excessive heat is considered improper care and maintenance by user, not a material defect, and therefore not covered under this warranty.

### Chips:

Chips are caused by excessive impact. The minerals and resin are bonded together using vacuum vibro-compression. Chips or any other excessive impact damage are not covered under this warranty.

### Scratches:

EarthElements™ are extremely scratch resistant. However, scratching can occur when proper care is not used, and accordingly, scratches in your EarthElements™ installation are not covered by this warranty. Cutting boards should always be used between cutlery and EarthElements™ as part of proper care and maintenance.

### Staining:

EarthElements™ are stain-resistant, but not stain-proof. Most stains can be removed as outlined in our Care & Maintenance Guide. Stains are not covered by this warranty. You can view our stain cleaning guidelines for the best stain removal procedures in our guide.

### Blemishes and Veining:

Some level of what could be referred to as spots or dapples are inherent in the manufacturing process. EarthElements™ veined materials include many variations in the design to simulate natural stone. The veins in EarthElements™ are unique, random, and life-like; blemishes in these veins are not covered under this warranty.

### General Obligations:

ZQ Surfaces, Inc. and/or ZQ Surfaces Corp is not responsible for damage or injury caused in whole or in part by weather or climate, job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism, or accidents.

The obligation of ZQ Surfaces, Inc. and/or ZQ Surfaces Corp under this warranty is limited only to the repair or replacement of the EarthElements™ product covered by this warranty, not including necessary labor charges needed to repair, remove, or replace the product. ZQ Surfaces, Inc. and/or ZQ Surfaces Corp will repair or replace material only for the area of the installation that is determined by ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, or its warranty service agent to be defective. To the extent required, ZQ Surfaces, Inc. and/or ZQ Surfaces Corp will cover the cost of the simple plumbing and electrical disconnect and reconnect charges to the extent determined necessary by ZQ Surfaces, Inc. and/or ZQ Surfaces Corp or its warranty service agent, up to and not to exceed \$250.00. The consumer will be responsible for any other costs associated with or arising from the repair or replacement. Such repairs include, but are not limited to, repairs to cabinets, backsplash, appliances, wall surfaces, paint, wallpaper, and tiles. Removal of cabinets, storage bins and food garages or backsplashes to allow access to the EarthElements™ product for repair or replacement, as well as costs incurred to enable access to plumbing and electrical connections are not covered under this warranty.

Your original warranty will continue for the duration of the original fifteen-year period from the original installation date. The warranty period does not begin anew from the date of any repair or replacement. Except as provided in this limited warranty, ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, shall not be liable in either fault or contract for any loss of direct, consequential, or incidental damages arising out of the use or inability to use the product in residential applications covered by this warranty. ZQ Surfaces, Inc. and/or ZQ Surfaces Corp makes no other warranty, representation, or guarantee, expressly or implied, with respect to its products, except as explicitly stated herein. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state or in Canada from province to province. This is the only warranty made by ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, for EarthElements™. No representative, dealer, salesperson, or any other person is authorized to produce any warranty or promise on behalf of ZQ Surfaces, Inc. and/or ZQ Surfaces Corp with respect to EarthElements™. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon ZQ Surfaces, Inc. and/or ZQ Surfaces Corp unless made in writing and signed by an authorized employee of ZQ Surfaces, Inc. and/or ZQ Surfaces Corp.

## Claim Procedure:

To obtain service under this warranty, contact your original installer or distributor to verify if a warranty claim should be considered. Notify ZQ Surfaces, Inc. and/or ZQ Surfaces Corp, of the same via email at [michelle@earthelementsgroup.com](mailto:michelle@earthelementsgroup.com). Include the completed EarthElements™ Product Warranty Submission form prior to the expiration of the warranty period. The customer must furnish to ZQ Surfaces, Inc. and/or ZQ Surfaces Corp the completed Warranty Submission form to be considered. It may be sent by US Mail or email at [michelle@earthelementsgroup.com](mailto:michelle@earthelementsgroup.com).

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