



**Global Surfaces Limited**  
**Warranty for Quartz Products ('Global Quartz')**

**1. WARRANTY COVERAGE**

Global Surfaces Ltd. (hereinafter referred as 'Global Surfaces') warrants to the original purchaser that its quartz products marketed under the brand name 'Global Quartz' will be free from manufacturing defects under normal use and service. This warranty covers manufacturing defects in Global Quartz for a period of fifteen (15) years from the date of purchase. It applies only to products used in standard residential or commercial applications as specified in the product guidelines. This warranty applies only to quartz surfaces that have been permanently installed and remain in the location at which they were originally installed. This warranty is expressly limited to interior applications of our quartz products. Any installation or use of the product in exterior environments, including but not limited to outdoor countertops, cladding, or any other outside application, will void this warranty. The quartz material is not warranted for exposure to weather conditions, UV light, or any other external environmental factors that may cause discoloration, degradation, or other damage.

**2. WARRANTY REGISTRATION**

To activate this warranty, the original purchaser must register the product within 30 days of installation. Registration can be completed by visiting our website and filling out the warranty registration form. Proof of purchase and installation details must be provided. This warranty only covers materials that have been paid in full.

**3. CARE, MAINTENANCE AND PROPER INSTALLATION**

The warranty provided by Global Surfaces for its quartz products is strictly contingent upon the adherence to the proper care and maintenance instructions as well as the technical installation guidelines provided in the respective manuals available on the website at [www.globalsurfaces.in](http://www.globalsurfaces.in). Any damages, defects, or issues arising from the improper handling, installation, maintenance, or use of the quartz products, including but not limited to exposure to harsh chemicals, thermal shock, improper cleaning agents, failure to use recommended adhesives, incorrect installation techniques, or failure to use appropriate protective measures, shall not be covered under this warranty. The warranty is applicable only if all instructions detailed in the official care and maintenance manual and the technical installation manual are strictly followed. Any deviation from these prescribed guidelines will render the warranty null and void with respect to the affected product.

**4. LIMITATION OF LIABILITY**

The following Limitation of Liability clause sets forth the extent of Global Surfaces' responsibility and accountability for any claims, damages, or losses arising from the use of Global Quartz. This clause is designed to clearly outline and define the boundaries within which Global Surfaces shall be held liable, ensuring that both the company and its customers understand the limitations of the company's obligations. By purchasing and using Global Quartz, the customer acknowledges and agrees to the terms stipulated herein, recognizing that this limitation is a fundamental aspect of the contractual agreement between the parties.

**A. Repair or Replacement:**

- a. In the event of a manufacturing defect during the warranty period, Global Surfaces will, at its sole discretion, either:
  - o Repair the defective product at no charge using new or refurbished replacement parts; or
  - o Replace the defective product with a new or refurbished product that is at least functionally equivalent to the original product.; or
  - o Reimburse the cost of defective products in the following manner:

Year of usage	% Reimbursement of Cost
1-4	100%
4-8	75%
8-12	50%
12-15	25%



- b. This warranty does not cover labor costs or any other expenses associated with the removal or reinstallation of the product.
- c. The warranty does not cover products that have been altered or repaired by anyone other than authorized personnel.

**B. Exclusion of Consequential Damages:**

- a. Global Surfaces shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the product. This includes, but is not limited to, loss of profits, business interruptions, and damage to other property.
- b. To the fullest extent permitted by applicable law, under no circumstances Global Surfaces shall be liable to the purchaser or any third party for any Consequential Damages arising out of or related to the use, inability to use, performance, or non-performance of Global Quartz, whether such damages arise in contract, tort (including negligence), strict liability, or under any other legal or equitable theory, even if GSL has been advised of the possibility of such damages.
- c. Without limiting the generality of the foregoing, GSL shall not be liable for:
  - o Loss of profits, revenue, or business;
  - o Loss of use of the product or any associated equipment, facilities, or services;
  - o Cost of capital or other costs associated with downtime or delays;
  - o Damage to, or loss of, any property or equipment;
  - o Claims of third parties, including customers, arising from any failure or defect in the product;
  - o Any indirect or consequential damages, irrespective of the cause or the theory of liability.

**C. Limit on Monetary Liability:**

- a. The total liability of Global Surfaces under this warranty shall not exceed the original purchase price of the defective product.

**D. Disclaimer of Implied Warranties:**

- a. To the fullest extent permitted by law, Global Surfaces disclaims any implied warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. This express warranty is the sole and exclusive warranty provided.
- b. This warranty represents the entire agreement between Global Surfaces and the original purchaser regarding the warranty of the product. No other warranties, express or implied, are valid unless provided in writing by an authorized representative of Global Surfaces.

**5. CONDITIONS & PROCEDURE FOR WARRANTY CLAIMS:**

- a. To make a warranty claim, the original purchaser must notify Global Surfaces in writing within thirty (30) days of discovering the defect. The claim must include proof of purchase and a detailed description of the defect. Failure to comply with these conditions will void the warranty. Claims can be submitted through our website [www.globalsurfaces.in](http://www.globalsurfaces.in) or by contacting our customer service department.
- b. The written notification must include a detailed description of the defect, the circumstances under which the defect was discovered, and any supporting documentation or photographs.
- c. Upon receipt of the defective product, Global Surfaces will inspect and evaluate the product to determine the validity of the warranty claim.
- d. Global Surfaces reserves the right to use third-party experts or laboratories to assist in the evaluation process.
- e. If the warranty claim is approved, Global Surfaces will repair or replace or reimburse the defective product as stated in clause 4.A above, within a reasonable period, typically within 30 days from the date of approval of the claim.
- f. The repair or replacement period may be extended under circumstances beyond Global Surfaces' control, such as delays in obtaining replacement parts or products.

**6. FORCE MAJEURE CLAUSE**

- a. This warranty does not cover any damages or defects to Global Quartz caused by or resulting from events, circumstances, or causes beyond the reasonable control of Global Surfaces, including but not limited to acts of God, natural disasters (such as earthquakes, floods, hurricanes, or tornadoes), fire, extreme weather conditions, and any other events or circumstances that are unforeseeable and unavoidable despite the exercise of reasonable diligence (collectively, "Force Majeure").



Events"). In the event that a Force Majeure Event causes damage or defects to the quartz products, Global Surfaces' shall not be liable for the repair, replacement, or any costs associated with such damage or defects. The customer acknowledges and agrees that Force Majeure Events are beyond the control of Global Surfaces' and therefore, any warranty claims arising from such events will not be entertained.

- b. Global Surfaces' shall not be liable for any failure or delay in performing any of its obligations under this warranty if such failure or delay is caused by or results from events, circumstances, or causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes, lockouts, labor disputes, government actions or restrictions, epidemics, pandemics, fire, flood, earthquake, or other extreme weather conditions, supply chain disruptions, and any other events or circumstances that are unforeseeable and unavoidable despite the exercise of reasonable diligence (collectively, "Force Majeure Events"). In the event of a Force Majeure Event, Global Surfaces' obligations under this warranty shall be suspended for the duration of the Force Majeure Event.
- c. This Force Majeure clause shall not excuse the customer from the obligation to make payments due under this warranty.

#### **7. JURISDICTION AND GOVERNING LAW:**

This warranty shall be governed by and construed in accordance with the laws of India. Any disputes arising under or in connection with this warranty shall be resolved in the courts of Jaipur, India. If any provision of this Warranty is found to be unenforceable or invalid under applicable law, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

#### **8. TRANSFER OF WARRANTY**

This Commercial 15-Years Limited Warranty is non-transferable and applies solely to the original or first registered owner of the product. Subsequent owners or users are not covered under this Limited Commercial Warranty. The warranty will automatically expire upon the transfer of ownership of the structure or product to another party.