

10 Year Limited Warranty



## Warranty

Subject to the conditions and limitations set out in this warranty below, Stone Ambassador provides the following warranty to original purchasers of Stone Ambassador products where the purchase of the product has been for interior, residential or commercial use, and for which the purchasers are "consumers" as defined in section 3 of the Australian Consumer Law:

- 1. That the Stone Ambassador will, at its discretion, either repair or replace a product without charge (save for costs of return of the product which will be at the cost of the purchaser/consumer) if the product fails directly as a result of a defect in its manufacture or material used in its manufacture, during the first 10 years after initial purchase (proof of purchase will be required). This limited warranty terminates at the expiration of 10 years from the date of purchase of the Stone Ambassador product.
- **2.** This limited warranty does not cover any defect/damage caused by:
  - a. Any natural occurrence or any other circumstance beyond the Stone Ambassador 's control; or
  - b. Physical abuse, negligence, vandalism, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, improper maintenance, exposure to chemical products, and/or normal 'wear and tear', including, without limitation, fractures, burns, scratches, stains, chipping, cuts, wipe marks and scuffs on the product; or
  - c. Failure to follow the Care and Maintenance instructions of the product; or
  - d. Exposure to direct sunlight causing general fading and discolouration; or
  - e. Variations in colour, pattern and shade of the material against the sample material, displays and/or printed illustrations; or
  - f. Thermal shock, excessive heat, or excessive weight; or
  - g. Failure to follow any procedures recommended by the Stone Ambassador for the fabrication and installation of Stone Ambassador products; or
  - h. Failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joins or seams; or
  - i. Faulty workmanship by any person subsequent to the supply of the Stone Ambassador product from Stone Ambassador.
- **3.** This warranty also does not cover:
  - a. Anything which has been disclosed as a feature or limitation of the Stone Ambassador product in any literature published or distributed by Stone Ambassador;
  - b. Outdoor application (including swimming pools) or any other application involving exposure to direct sunlight, chemicals, excessive heat or flames;
  - c. Where the defect is trivial or insubstantial;
  - d. Where, as at the date of notification of the defect to the Stone Ambassador, the type or colour of the alleged defective product no longer forms part of the Stone Ambassador's standard stock range and the person complaining of the defect does not agree to the supply of a replacement which is as close a type or colour match as is possible for the Stone Ambassador's then prevailing stock range.

## 4. Costs:

The Stone Ambassador will not be liable in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the use of any Stone Ambassador product.

- 5. This warranty does not extend to cover any other product used or installed in connection with the Stone Ambassador product.
- **6.** This warranty is not transferable or assignable.
- 7. Any inquiries regarding this warranty should be sent to Stone Ambassador Warranties, The Stone Ambassador, 4 Frog Court, Craigieburn Australia, Victoria, Melbourne. Inquiries can also be made by calling (03) 9333 8835 or emailing; info@stoneambassador.com.au.
- 8. You may register for warranty by submitting the Stone Ambassador Warranty form on our website www.stoneambassador.com.au
- 9. To apply for your warranty, you must register by submitting the Stone Ambassador Warranty form on our website www.stoneambassador.com.au
- 10. Upon notification of a warranty claim or complaint from any entity regarding the Stone Ambassador product, the entity will immediately notify the fabricator of such claim or complaint and provide all necessary details to the fabricator to enable Stone Ambassador to investigate the claim or complaint. Ensure you include the following details:
  - i. Your name, address and telephone number;
  - ii. The colour and finish of the product;
  - iii. A description of the alleged defect;
  - iv. Photographs of the alleged defect.

Submit your claim within a reasonable time frame after the defect has become apparent.

- 11. Upon receipt of your claim, we will contact you to:
  - a. Arrange to inspect the alleged defect;
  - b. Request further information or evidence to support your claim (if required),
  - c. Within 21 days, notify you of our acceptance or rejection of your claim.