
PRESTIGIOUS STONE PTY LTD

LIMITED WARRANTY

What does this Warranty include?

1. Subject to the conditions and limitations set out in this limited Warranty below, Prestigious Stone warrants to the original purchaser, who is a “consumer” as defined by section 3 of the *Australian Consumer Law* (Cth), of Prestigious Stone products for interior residential use that Prestigious Stone will at its option, repair or replace the product, without charge, if it fails directly as a result of a defect in its manufacture or material used in its manufacture, during the first 10 years after initial installation (proof of purchase required). Subject to paragraphs 19 to 21, this limited Warranty terminates at the expiration of 10 years from the date of installation of the Prestigious Stone product.
2. This limited Warranty is not transferrable or assignable.
3. At the time of purchasing the Prestigious Stone product, a representative from Prestigious Stone will perform a quality check and inspect the product for any defects or damage. The purchaser is invited to inspect the Prestigious Stone product at the time of purchase.
4. Inspections of the Prestigious Stone product are to occur in a normal viewing position (whether by the fabricator or the purchaser, pre installation) with the stone being illuminated by “non-critical” light. “Non-critical” light is defined as light that upon striking the surface of the Prestigious Stone product, the light is diffused and is not parallel or glancing to that surface.

What is not included in this limited Warranty?

5. Prestigious Stone trades in re-constituted quartz stone, which is a natural product. This limited Warranty does not cover natural defects. Defects do not include natural blemishes, shading, inconsistencies, natural discolouration and/or individual characteristics in the stone. Changes in the appearance of the stone can occur in different light and is a natural feature of the stone.
6. This limited Warranty does not cover any damage or defects caused to the Prestigious Stone product by:
 - (a) the fitting or installation by someone who is not an appropriately qualified stonemason;
 - (b) the fabrication, application, installation or associated works performed by the purchaser or unqualified third parties;
 - (c) use in an outdoor setting including, but not limited to, BBQs, outdoor dining areas, near swimming pools or in garages or areas where any type of vehicle is parked, stored or housed;
 - (d) use as flooring (either internal or external);
 - (e) exposure to ultraviolet radiation, chemicals, flames or excessive heat including, but not limited to, placing hot pans, electric frying pans or oven trays directly on the stone;
 - (f) use in the construction of a fireplace, due to the damage that may be caused from heat emissions;
 - (g) a failure to follow the instructions on how to care for the Prestigious Stone product, which can be found at www.prestigiousstone.com.au
 - (h) use in commercial properties including, but not limited to: offices, restaurants, hostels, hotels, or rental properties;
 - (i) use in vehicles and vessels such as, but not limited to: coaches, aeroplanes, boats (both private and commercial), recreational vehicles, or caravans.

7. This limited Warranty also does not cover:
- a. anything which has been disclosed as a feature or limitation of the Prestigious Stone product in any literature published or distributed by Prestigious Stone;
 - b. where the defect is trivial or insubstantial;
 - c. negligence on the part of the original purchaser or third parties;
 - d. if the Prestigious Stone product is removed from the original place of installation;
 - e. any modifications or alterations made to the surface of the Prestigious Stone product;
 - f. cracks in the Prestigious Stone product. Cracks normally occur from pressure or stress being applied to the surface of the Prestigious Stone product and are not covered by this Warranty. Cracks normally occur because of the following: excessive weight (such as standing or sitting on the stone); excessive heat; sink or cooktop cut-outs; general movement in the house; or “U” or “L” shaped cut outs; or
 - g. chipping. Chipping is the direct result of an impact to the surface of the Prestigious Stone product;
 - h. damage or defects caused due to natural disaster, poor architectural design, structural fault or damage resulting from or caused by inadequate support to joints and or seams. Failure of adhesives used in the installation process including caulking.
 - i. where, as at the date of notification of the defect to the Prestigious Stone product, the type, colour of the alleged defective product no longer forms part of the Prestigious Stone stocked range and the original purchaser complaining of the defect does not agree to the supply of a replacement which is as close a type colour match as is possible for the Prestigious Stone’s then prevailing stock range.

Caring for the stone

8. Please refer to **www.prestigestone.com.au** for instructions on how to properly care and maintain your Prestigious Stone product. Alternatively, please contact Prestigious Stone on 03 8522 2275 or at info@prestigiousstone.com.au with any queries you may have.

How do you make a claim under this Warranty?

9. To make a claim under this limited Warranty, the following written details must be provided to Prestigious Stone at info@prestigiousstone.com.au or 79 Taunton Avenue, Cheltenham, Victoria, 3192:
- (a) the purchaser(s) name, address, telephone number and email address;
 - (b) the date of the purchase of the Prestigious Stone product and the amount paid for it;
 - (c) a copy of the proof of purchase of the Prestigious Stone product;
 - (d) if the Prestigious Stone product was installed, the address at which it was installed, the date of installation, the name of the person or company that installed the Product. Prestigious Stone will not refund or reimburse any labour costs or charges; and

- (e) description of how the Prestigious Stone product is said to be defective and when and how the said defect(s) were discovered. Please provide any photographs taken of any such defect(s).
10. You must provide notice of your claim within twenty-one (21) days of the event occurring which gives you a right to claim pursuant to the terms in this limited Warranty and which must include the information and details outlined in clause 9 herein.
 11. Within fourteen (14) days after receiving your claim, a representative of Prestigious Stone will inspect the stone to determine how the defect or damage was caused.
 12. Subject to paragraph 29, a person claiming under this limited Warranty will bear all other expenses of making such a claim.
 13. A replacement Prestigious Stone product may not be reasonably available in the same shape or species as the original Prestigious Stone product covered by this limited Warranty.
 14. Prestigious Stone will not provide refunds or reimburse customers for installing the replacement Prestigious Stone product.

This Warranty and your statutory rights

15. The benefits given by this Warranty are in addition to other rights and remedies of the original purchaser under a law in relation to goods and services to which this Warranty relates. This limited Warranty should not be read as an exclusive statement of the rights of the original purchaser.
16. The terms and conditions in this limited Warranty do not limit or exclude the warranties implied by the *Australian Consumer Law Act 2010* (Cth) or any other relevant legislation applicable.
17. If any inconsistencies exist between this limited Warranty and any expressed or implied warranties contained in legislation, the legislation will prevail insofar as the inconsistency exists.

Registering this Warranty and Your Privacy

18. Prestigious Stone requires you register your Warranty online at **www.prestigiousstone.com.au** within thirty (30) days of your purchase. By doing so the original purchaser warrants to Prestigious Stone that they have read and understood the terms and conditions of this limited Warranty.
19. Prestigious Stone will store your personal information in the manner prescribed by the *Privacy Act 1988* (Cth) and will not forward it on to another company without your written permission.
20. Prestigious Stone may from time to time send you information regarding its range of products. Please contact Prestigious Stone if you do not wish this to occur.