

## **Element Surfaces Warranty**

All Element Surfaces (ES) products are free from manufacturing defects for a period of five (5) years from the date of purchase by a distributor, retailer, fabricator, or end user, whichever may come last.

## **Exclusions:**

This warranty is limited to manufacturing defects and does not include any damage or defect caused by any of the following: extreme variations in heat, impact, settling of cabinetry or other fixtures to which ES is affixed or secured, normal wear and tear, gouges, scratches, or any other surface damage or abrasion, or any damage due to improper fabrication or installation techniques.

No warranty coverage is provided for color variations, markings, or irregularities inherent in the recycled content contained in the material.

ES is intended or indoor use only. No warranty will be offered on any ES product used or installed outdoors.

No warranty regarding the merchantability or fitness for a particular purpose of ES is offered or implied.

No warranty coverage will be offered in cases where the storage & handling, fabrication and installation guidelines have not been followed. Best practice for the installation of ES follows industry standard MIA stone fabrication and installation guidelines.

Warranty coverage shall not include any losses, costs, expenses, or damages associated with repair, removal, fabrication, or installation of the product; nor shall it include any costs, real or alleged, due to the failure to deliver goods, render services, or inability to use the product or associated fixtures or environments due to defects. Warranty coverage shall not include any losses, costs, expenses, or damages related to the shipment or transportation of replacements or repairs of ES.

Warranty claims must be made in writing within 30 days of the discovery or suspicion of a manufacturing defect to the following address:

Rust Brothers LLC, 2303 Kennedy Street NE #7, Minneapolis, MN 55413. or by fax to 1.866.323.5925