T: 02 8783 0600
info@talostone.com.au
97 Jedda Road, Prestons
NSW Australia 2170

Talostone® Artsense® Warranty Policy

Residential and Commercial 15-Year Limited Warranty

Thank you for the purchase of your new Talostone® Artsense® surface, a leading brand for Sintered Stone in Australia. All Talostone® Artsense® products come with a 15-Year Limited Warranty applicable to our products.

Talostone® will warrant from the original date of installation. Material that fails due to any Talostone® Artsense® slab manufacturing defect when fabricated and installed by a qualified, licensed stonemason/fabricator who complies with all Health & Safety requirements from Safe Work Australia (www.safeworkaustralia.gov.au) for stone fabrication. This warranty applies to the repair or replacement of failed material that has been permanently installed in your residence. The option to repair or replace the material is at the sole discretion of Talostone®.

This 15-Year Limited Warranty is available to residential and commercial jobs in which Talostone® Artsense® has been originally installed. This Warranty is only available to the first owner of the properties.

Terms and Conditions

A. *This warranty applies only to Talostone® Artsense® Sintered stone supplied by Talostone®. It does not apply to any products supplied by any other party, including third party sellers of Talostone® Artsense® sintered stone.*

B. *This warranty applies only to Talostone® Artsense® materials that have been permanently installed and have not been moved from their original installation. If after or during installation you decide that you do not like the colour or finish you selected, that decision is not covered under this warranty.*

C. *This warranty does not cover any residence where the owner is not the occupant.*

D. *This warranty does not cover materials and/or services that have not been paid in full.*

E. *This warranty applies only to materials that have been maintained according to the Talostone® Artsense® Care & Maintenance guidelines. Care & Maintenance guidelines are available at www.talostone.com.au.*

F. *To request service under this warranty you must contact the company who sold you Talostone® or contact Talostone® directly on (61) 02 8783 0600 within thirty (30) days of the failure of Talostone® Artsense® Sintered Stone materials.*

G. *Following installation, you must register your product within thirty (30) days in order to activate your warranty. Simply complete the online form made available at www.talostone.com.au. In the event that no record of your warranty is on file, you must provide proof of purchase in the form of a copy of your original receipt or invoice showing the name of the Owner, Authorised Dealer and Licensed Fabricator. Upon receipt of your original receipt or invoice showing the name of the Owner, Authorised Dealer and Licensed Fabricator, Talostone® will honour this warranty even though no warranty is on file. You must agree to cooperate with Talostone® or its authorised agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.*

H. *Given that Talostone® Artsense® Slabs are manufactured from natural materials, each slab is unique and may vary in shading and reflectivity. These are naturally occurring characteristics of the material. Consequently, (i) samples are indicative only and may vary from the final product; and (ii) naturally occurring variations in appearance caused by artificial or natural lighting are not covered by the warranty; Changes in the appearance of the slab from reflected light is a natural part of the slabs.*

I. *Inspections of the surface of the slabs is to be in a normal viewing position with the slab being illuminated by "non-critical light". Meaning of "Non-critical light" is the light that strikes the surface is diffused and is not glancing or parallel to that surface.*

J. *This warranty is not transferable.*

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Exclusions

1. *This warranty does not cover products used as flooring material.*

2. *This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling of the product, damage from excessive heat or exposure to weather conditions, physical or chemical abuse or damage from improper care and maintenance, i.e placing hot items including, but not limited to, hot pans, electric frying pans or oven trays directly on the slab nor constant or excessive heat from BBQ or fireplace applications, etc.*

3. *Cracks in the material are not a material fault; cracking is the result of externally induced mechanical stress on the material after installation. The most likely causes are settlement or movement, excessive weight being placed on the tops, such as standing or sitting on them. Heat, as explained in section (3) may also result in a crack. Any crack emanating from an overhang, a sink cut-out, cook top cut-out or "L" shaped cut-out is also not covered under this warranty, these are not caused by any fault in the material.*

4. *This warranty does not cover chips or other excessive impact damage in the product. Chipping is not a material fault but rather the result of excessive heat or direct impact to the face or edge of the stone.*

5. *This warranty does not cover scratches. Talostone® Artsense® is a very hard material and highly scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.*

6. *This warranty does not cover routine maintenance. Routine maintenance includes but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Talostone® Artsense® online Care & Maintenance Guidelines at www.talostone.com.au. Acceptance of this Warranty is also considered understanding and acknowledgement by the consumer that Talostone® Artsense® products with a Satin or Textured surface finish may require more daily cleaning and maintenance than products with a Polished surface finish. Due to the significant difference in relation to shine, stains or other signs of daily use such as water marks, finger prints or product residue tend to be more visible on these finishes.*

7. *This warranty does not cover failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined in the Talostone® Artsense® Fabrication, Installation, Safety & Health Guide. This includes damage such as cracks or chips as a result of "DRY" cutting or polishing. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.*

8. *This warranty does not cover any defect that was visible at the time of fabrication and was not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.*

9. *This warranty does not cover seam appearance or seam performance, adhesives, caulk or other accessory items. Once the product is installed, the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets or foundation and thermal shock. Thermal shock can occur when a hot pan, dish or other receptacle or object is placed in direct contact with or within close proximity to the stone. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.*

10. *This warranty does not cover any chemical damage.*

11. *This warranty does not cover material that has been milled or reduced in thickness.*

12. *This warranty does not cover the installation of sinks or other accessories.*

13. *This warranty does not cover products with mechanical fasteners secured directly into the material.*

14. *This warranty does not cover any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by Talostone® which are inadequately supported.*

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15. *This warranty does not cover mitred edges where the joint is not cut correctly.*

16. *This warranty does not cover the altering of any factory applied finish.*

17. *This warranty does not cover Talostone® Artsense® splash backs where the minimum distance from the periphery of the gas burner to the Talostone® Artsense® splash back is less than 200mm.*

18. *This warranty does not cover additional modifications such as plumbing, electrical, tile, Cabinets, flooring, etc. that may be necessary to repair or replace the Talostone® Artsense® product covered under this warranty.*

19. *This warranty does not cover natural variations in the colour, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone, nor does it cover minor pitting in any product with a Textured surface finish. These characteristics are inherent and unique characteristics of the product. Colour samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed in your home.*

20. *This warranty does not cover what is referred to as spots, marks or blemishes smaller than a 10mm. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.*

21. *Talostone® Artsense® slabs contain important product information on the back of each slab. Removing this product information will be void of the warranty.*

Talostone® is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.

Talostone® shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damage, so the above limitations or exclusions may not apply to you.

Privacy

I. *Talostone® requires the information that it requests from you when you purchase the Product and when you make a Warranty claim in order to provide the Warranty to you. For this purpose, it may be necessary to give your personal information to other companies.*

II. *Talostone® may also prepare aggregated user statistics or information summaries to describe the services of Talostone® and their popularity to business partners of Talostone® and prospective advertisers and for other lawful purposes. Such information may be disclosed by Talostone® to other companies appointed by it for this purpose. However, this information will not include information which identifies you personally.*

III. *Talostone® may also from time to time send you information regarding Talostone® range of products. If you do not wish to receive this information please advise us by calling Talostone® Head Office at 02 8783 0600 or sending an email to info@talostone.com.au.*

THE FOREGOING IS THE COMPLETE WARRANTY FOR TALOSTONE® AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO TALOSTONE® EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATE HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Talostone® and Artsense® are registered trade marks of Talostone Pty Ltd, ACN 162 170 194.