

# Limited Warranty\_

To register for your Smartstone Warranty online [click here](#)

## Our Promise

We promise you that no other surface material can match Smartstone for beauty, durability and practicality. We have every confidence that our surfaces offer the highest quality available but in the unlikely event of damage, Smartstone will do its utmost to provide a fair and reasonable outcome to all customers covered by the Smartstone Warranty.

## Our Warranty

Subsidiaries or related entities, as importer and distributor of *Smartstone Quartz* surfaces and *Smartstone Marble* surfaces (“Product”), hereby warrants (subject to the exclusions, limitations and conditions set out below) to the consumer (“Consumer”) of the Product purchased directly from HVG or indirectly from an authorised reseller that the Product shall be free from manufacturing defects in materials or workmanship for a period of *15 Years* for quartz and *10 Years* for marble from the date of original purchase of the Product from HVG or from an authorised reseller (as the case may be).

Subject to the belowx mentioned exclusions, limitations and conditions, the obligations of HVG under this warranty shall be limited to either of the following (at HVG’s sole option):

- To without charge repair or replace the defective Product (or the defective parts thereof) and to reinstall the repaired or replaced Product (or the defective parts thereof), or to pay the reasonable costs of installation;  
*or*
- To refund the Consumer the original purchase price paid to HVG or to its approved reseller for the defective Product, such repair, replacement or refund shall constitute fulfilment of all of HVG’s obligations under this warranty. To the extent permitted by law HVG will not, whether by virtue of this warranty or otherwise, be liable for and hereby disclaims any liability for any incidental, economic or consequential loss, expenditure or damage, directly or indirectly suffered by the Consumer or any other person in respect to or by reason of any defect in the Product, including inability to use the Product.

## Conditions, Exclusions and Limitations

1. The Product is designed for use in interior applications only. Accordingly the warranty will not apply and is voided if the product is used outdoors or in a situation where it is subject to weather conditions.
2. This warranty does not cover edge chipping, surface damage caused by wear and tear, cracking or discolouration due to the Product being subjected to high heat or damage caused by improper use or abuse including damage from mishandling or misuse, exposure to ultra violet light, damage from physical or chemical abuse and damage from improper care and maintenance including, but not limited to, damage caused by cleaning with abrasive substances.
3. The warranty does not cover damage caused by or in the process of fabrication or installation, including but not limited to damage caused by or resulting from square cut out of the product or cross cutting of the product. Fabrication and installation must be carried out in accordance with the specifications instructions and recommendations in HVG’s Smartstone Fabrication Instructions which is accessible on our website – [www.smartstone.com.au](http://www.smartstone.com.au)
4. The warranty will not cover damage to the Product because it has been fabricated or installed in an improper manner or contrary to any specifications in HVG’s Smartstone Fabrication Instructions which is accessible on our website – [www.smartstone.com.au](http://www.smartstone.com.au)
5. The warranty will not cover damage to the Product because it has been used or cared for in any improper manner or otherwise contrary to any instructions or recommendations in HVG’s Care & Maintenance Guide which is accessible on our website – [www.smartstone.com.au](http://www.smartstone.com.au)
6. The warranty does not apply to any Product moved from its original place of installation.

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7. The warranty does not apply where the defect is trivial or insubstantial or cover Products installed with known or clearly visible manufacturing defects at the time of installation, including but not limited to colour variance. Refer to HVG's Smartstone Fabrication Guide accessible on our website – **www.smartstone.com.au**
8. The warranty does not cover any of the products or services used or installed in conjunction with the Product, including additional costs for other repairs or modifications such as plumbing, tile or wall surface repairs or modifications.
9. The warranty does not apply and is voided if any attempt is made to repair or modify the Product in any way by any person without the prior written authority of HVG.
10. This warranty is not transferable or assignable and is given only to the first user of the Product following sale by HVG or its authorised re-seller.
11. For food preparation countertops Smartstone Quartz is recommended. Smartstone Marble contains up to 95% natural marble and therefore exhibits similar qualities with regard to porosity and scratch resistance, as natural marble. Marble Smartstone is not recommended for kitchen countertops or other applications where staining or scratching of the surface may occur and this warranty does not apply in respect of Marble Smartstone where it has been used in this way and has suffered damage.
12. Where, as at the date of notification of the defect to HVG, the type and colour of the alleged defective Product no longer forms part of the HVG's standard stock range HVG reserves the right to provide the replacement Product in a colour or option which is as close a match to the original as is reasonably possible from the product standard range then stocked by HVG.
13. Any claim under the warranty will not be recognised or accepted and the warranty does not apply if:-
  - the claim is not supported by proof of the purchase of the Product from HVG or from an authorised reseller within 15 years prior to the date of the claim, or 10 years for Smartstone Marble.
  - the claim is not made in writing and sent to HVG at 29 Henderson Street, Turrella NSW 2205 marked to the attention of "Business Manager – Smartstone Australia" within a reasonable period after the defect in the Product would have become apparent to a reasonable person; and
  - the Product alleged to be defective is not made available for inspection and testing by HVG or its authorized representatives or consultants.
14. HVG acknowledges that the Trade Practices Act and similar State and Territory legislation confers certain rights and remedies on the Customer in relation to the purchase of the Product which cannot be excluded, restricted or modified by agreement ("Non-Excludable Rights"). HVG excludes all conditions and warranties implied by statute, the general law or custom but does not exclude the Non-Excludable Rights and in the event of any inconsistency between this warranty and the rights and remedies conferred by the Non-Excludable Rights the rights and remedies conferred by the Non-Excludable Rights shall prevail to the extent of the inconsistency.