



## **STARGLASS™ GROUT LIMITED WARRANTY**

Subject to the conditions and limitations stated below, STARQUARTZ™ INDUSTRIES, INC. ("STARQUARTZ") warrants that STARGLASS GROUT will be free from manufacturing defects and will not break down or deteriorate under normal usage for **TEN (10) YEARS** when installed in accordance with STARQUARTZ's written specifications and industry standard guidelines in residential applications. STARQUARTZ further warrants that STARGLASS GROUT will be free from manufacturing defects and will not break down or deteriorate under normal usage for a period of **TWO (2) YEARS** when installed and maintained in accordance with STARQUARTZ's written specifications and industry standard guidelines in commercial applications.

### **DISCLAIMER**

**This Limited Warranty is given in lieu of any other warranty, expressed or implied. There are no warranties, expressed or implied, including warranties based on samples or oral statements, which extend beyond the description on the face of this document. Implied warranties of merchantability and of fitness for a particular purpose are excluded.**

### **EXCLUSIVE REMEDY**

The sole and exclusive remedy for a breach of this Limited Warranty is replacement product of only the specific portion of product that is proven to be defective. STARQUARTZ will provide for replacement of its own products; however, STARQUARTZ will not provide more, calculated on a square-foot basis, for the replacement of grout material than the original purchase price of the portion being replaced. STARQUARTZ will not provide product for replacement of any portion of the installation that is not proven to be defective. In the event that the sole and exclusive remedy described above fails of its essential purpose, STARQUARTZ's liability is limited to the dollar value of the original purchase price of the portion being replaced, evaluated on a square-foot basis.

### **EXCLUSIONS**

The following are specifically excluded from coverage under this Limited Warranty: structural failure, inadequate subflooring, or improper subfloor preparation; damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disaster; acts of war, or as a result of unforeseen circumstances; acts of negligence, or product misuse or abuse; failure to comply with STARQUARTZ's product installation and maintenance instructions, applicable building codes and regulations, or standard industry practices; damages that the user was capable of preventing, or losses due to delays or any other consequential damages; variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials; changes in color due to exposure to sunlight and age; subfloor moisture or water damage; normal wear and tear resulting from usage; and cracking due to structural movement, excessive deflection or other failure of the substrate. This Limited Warranty does not cover failures due to the use of improper or incompatible grout maintenance products or techniques and is limited solely to product uses specified in STARQUARTZ's STARGLASS Grout Technical Bulletin only. Notwithstanding the previous paragraphs, exterior facades with ceramic tile or stone installed over substrates with steel or wood framing do not qualify for this Limited Warranty.

### **CONDITIONS OF COVERAGE:**

- (1) STARGLASS Grout must be used within the shelf life specified on STARQUARTZ's Technical Bulletin.
- (2) It is the sole responsibility of the installer, general contractor, architect of record or owner to test (or have tested) the suitability of our products or any system for their intended use, and these parties assume all risk and liability.

### **NO ASSIGNMENT**

This Limited Warranty is not transferable or assignable.

### **HOW TO MAKE A CLAIM**

To make a claim under this Limited Warranty, you must notify STARQUARTZ in writing within thirty (30) days of the discovery of the alleged manufacturing defect. The claim must be submitted and evaluated by STARQUARTZ before any repair work is performed. STARQUARTZ reserves the right to physically inspect any project with a claim pending prior to determining validity of the claim. STARQUARTZ, at its sole discretion, may require you to provide proof of product purchase and use as a condition of this Limited Warranty. For any claim that is not valid, STARQUARTZ will be paid reasonable charges, including travel and labor, associated with investigation of such claim. Address your claim to: STARQUARTZ Industries, Inc., 1300 Russell Street, Baltimore, MD 21230, Attn: Technical Service Department.