



ZENITH
SURFACES
2024

10 YEAR WARRANTY

10 YEAR WARRANTY

Zenith Surfaces by Stone Ambassador

We're delighted that you have chosen to purchase a product from Stone Ambassador ("Product"). We're happy to confirm the 10 year product Warranty for our Product, as detailed in this document ("Warranty Terms").

To ensure we can offer you the best possible support for your new purchase, we recommend you fill out and submit the warranty registration form provided, or register online at www.stoneambassador.com.au

We also suggest you visit www.stoneambassador.com.au to check out the Care & Maintenance page.

Once we receive your warranty registration, we'll send you a complimentary Zenith Surface cleaning kit.

Should you have any queries or encounter any issues with your new Stone Ambassador product, our customer service team is ready to assist you.

Best Regards,
The Stone Ambassador Team

 **zenith surfaces**
By Stone Ambassador



Zenith Surfaces

10 Years Product Warranty (“Warranty”)

Warranty Terms

1. Stone Ambassador gives the following Warranty to you, subject to these Warranty Terms as set out in this document.

2. Subject to the exclusions in clause 6, Stone Ambassador warrants that the product will remain free from defects arising from the manufacture of the Product for the life of the product from the date of installation of the product until the product is removed, altered or replaced.

3. This Warranty covers defects in the Product associated with the manufacturing of the original slabs of the Product only and does not cover any services provided for or to the Product, including fabrication and installation and any associated workmanship.

4. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

5. This Warranty is available only to the original purchaser of the Product and is not transferable to subsequent property owners or purchasers.

6. Warranty exclusions

The Warranty does not cover any defect in, or damage to the Product, that is attributable to, or is a result of:

i. a defect arising from the fabrication, installation or any other work done to the Product or the transport of the Product prior to its installation;

ii. the Product being used as anything other than a bench top or splash back surface including as flooring, in any outdoor application (including swimming pools) (except if the product is specifically stated as suitable for outdoor application) or any other application involving exposure of the Product to ultraviolet radiation, chemicals, flames or excessive heat;

iii. the Product not being cleaned in accordance with the Zenith Surfaces Care and Maintenance Guide;

iv. mishandling or misuse of the Product;

v. hot items being placed directly on the Product (including, but not limited to, hot pans, electric frying pans or oven trays); and

vi. the use of other products and substances that contain trichlorethane or methylene chloride (such as paint removers or stripper) or cleaning agents that have high alkaline/pH levels.

In addition to the above, the following exclusions also apply to this Warranty:

- i. this Warranty does not apply to natural mineral surface variations in the colour, background tone, mineral distribution and reflectivity within or on the surface of the Product, as these are inherent in the manufacturing process and are a natural characteristic of the Product;
- ii. cracks and chipping in the Product 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 noted in paragraph 6(v), may also result in cracking. Any cracks emanating from a sink cut-out, cook top cut-out or "L" shaped cut-out that have not been manufactured as per our fabrication guide are also not covered under this warranty, as they are not caused by any fault in the material. Chipping, divots, holes, scrapes, dents or marks in the Product caused by knocking objects against the surface or the edges of the surface or other excessive impact damage is not a material fault, as it is normally the direct result of an impact to the surface, and as such it is not covered by this Warranty;
- iii. The Product is a very hard material and highly scratch resistant however it is not scratch proof and this Warranty does not apply to scratches which appear on the Product where proper care has not been exercised;
- iv. this Warranty does not cover the Product if any part of it has been moved from its original place of installation; and
- v. fireplaces vary in design and construction and in the amount of heat output and this Warranty does not apply to any Product that has been damaged when used in such types of installations.

7. Appearance and inspection of the Product

Given that Stone Ambassador Products are manufactured from natural materials, each slab of Product is unique and variations to shading, mineral distribution and reflectivity do occur and are naturally occurring characteristics of the material. Consequently, samples and photographs are indicative only and may vary from the final product and naturally occurring variations in the appearance of the Product caused by artificial or natural lighting are not covered by this Warranty. The appearance of the Product may change as a result of reflected light.

For any purpose associated with this Warranty, all inspections of the surface(s) of the Product must be done in a normal viewing position with the Product being illuminated by "non-critical light". "Non-critical light" means the light that strikes the surface is diffused and is not glancing or parallel to that surface.

8. Cleaning Requirements

Please refer to the Zenith Surfaces Care & Maintenance instructions which can be found at www.stoneambassador.com.au.

Please note that finishes other than polished such as honed, concrete, natural and rough are more susceptible to showing every day marks and spills and therefore require more routine cleaning.

9. Time and process for claiming under the Warranty

To make a claim against the Warranty, you must do so within twenty eight (28) days after the occurrence of an event which gives rise to your claim, by giving notice in writing to Stone Ambassador or by email at customerservice.vic@stoneambassador.com.au

You must cease using the Product immediately upon any defect to the Product being found or damage occurring and promptly contact Stone Ambassador to advise of the defect or damage.

10. Remedies available under this Warranty

Subject to clause 12(ii), to the maximum extent permitted by law (including the Australian Consumer Law), Stone Ambassador's liability under this Warranty (or any other non-excludable guarantee, condition or warranty) is limited, at Stone Ambassador's option, to any one or more of the following:

- i. the replacement of the Products or the supply of equivalent products;
- ii. the repair of the Products;
- iii. the payment of the cost of replacing the Products or of acquiring equivalent products; or
- iv. the payment of the cost of having the Products repaired.

11. Costs of making a Warranty claim

You may be able to ask Stone Ambassador to reimburse your reasonable costs in making a claim under this Warranty (for instance, where you cannot do so without incurring significant costs). You may not be able to claim some or all of your costs and in that case you are responsible for these costs. Please contact Stone Ambassador to determine what costs, if any, you are entitled to claim. All claims for costs under this clause must be notified to Stone Ambassador within 30 days of such costs being incurred by you.

12. Statutory Rights

i. These Warranty Terms do not affect your statutory rights and apply in addition to other available rights to you under the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any other provision in that Act (Australian Consumer Law) in respect of the Products.

ii. The exclusions to this Warranty (as set out in clause 6) do not exclude or limit the application of the consumer guarantees that apply under the Australian Consumer Law or any other equivalent or corresponding legislation in the relevant jurisdiction where to do so would:

- (a) contravene the Australian Consumer Law;
- (b) cause any part of this Warranty to be void or unenforceable.

iii. Subject to paragraph 12(ii), Stone Ambassador excludes consequential loss of any kind (including, without limitation, loss of use of the Product) and (other than expressly provided for in these Warranty Terms) all terms, conditions and warranties implied by custom, the general law or statute.

13. Privacy

i. In order to provide this Warranty to you, Stone Ambassador requires the information that it requests from you when you purchase the Product and when you make a Warranty claim. For that purpose, it may be necessary to give that information, including information which identifies you personally, to other persons or companies.

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

iii. Stone Ambassador may also from time to time send you information regarding its range of products. If you do not wish to receive this information, please let Stone Ambassador know by calling our customer service team (details further below).

iv. Any online activity on the Stone Ambassador website (such as registration and request for services) is governed by the Stone Ambassador terms and conditions that appear in the Stone Ambassador website, including with respect to the privacy policy that applies to your personal information provided to us, at www.stoneambassador.com.au

Zenith Surfaces 10 Years Product Warranty Registration

To register your 10 Years Zenith Surface Warranty, complete this form and email to customerservice.vic@stoneambassador.com.au, or complete the online registration form at www.stoneambassador.com.au

All warranties must be registered within 30 days following installation.

Name:

Address: (Where the Stone Ambassador Product is installed)

City:

Home Phone:

Email:

Zenith Surfaces by Stone Ambassador Supplied By:

1. Retailer or Builder Name:

2. and/or Stonemason Name:

Installation Date:

Colour Name:

Batch Number:

State:

Post Code:

Mobile Phone:

Colour Code:

Product Use (Please tick):

- | | |
|---|--|
| <input type="checkbox"/> Kitchen Bench Top. | <input type="checkbox"/> Wall Lining |
| <input type="checkbox"/> Kitchen Splash back. | <input type="checkbox"/> Bathroom Vanity |
| <input type="checkbox"/> Bathroom. | <input type="checkbox"/> Other |

If you would prefer not to receive our marketing communications, please indicate your refusal by ticking this box

Zenith Surfaces Authentic Batch Branding

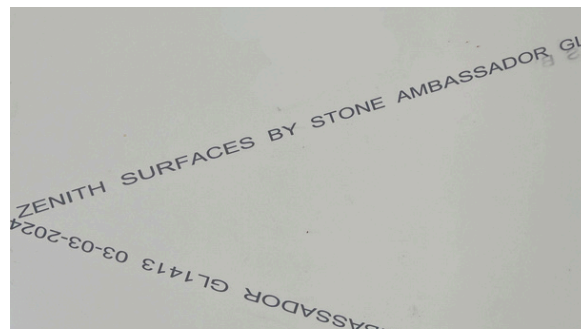
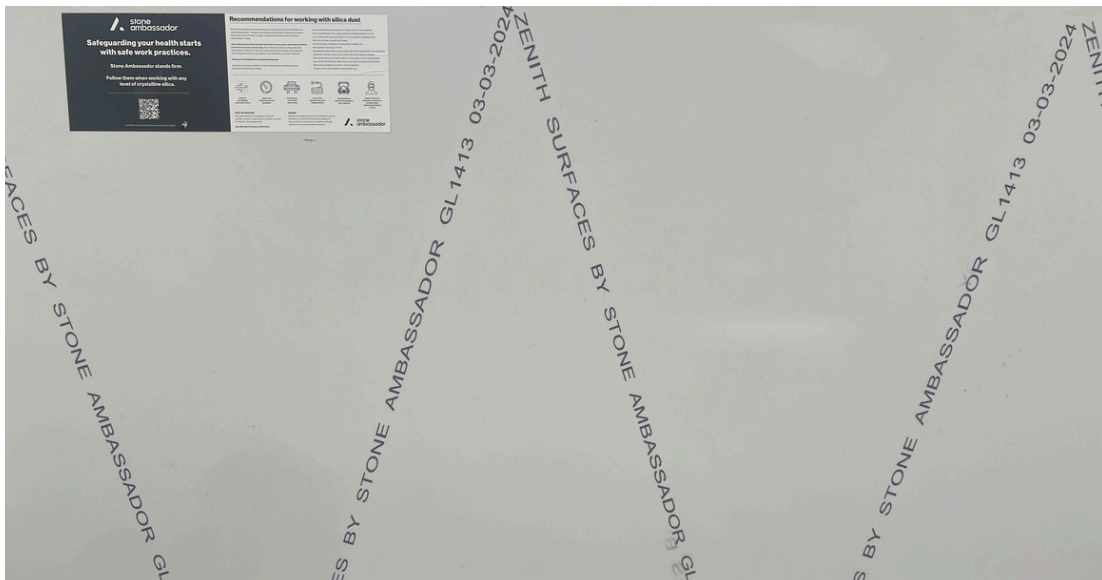
The underside of every authentic Zenith Surfaces slab is stamped with the Zenith Surfaces branding, colour code and production date to verify that your Product is authentic. Beware of imitations and ensure that a genuine Zenith Surfaces product has been used in your installation.

It is highly recommended that the Zenith Surfaces Authentication information noted above is included in the adjacent form to help our customer support team in the unlikely event that you need to make a Warranty claim.

In most cases, you may find the Zenith Surfaces genuine branding (including the Zenith Surfaces Authentication) by accessing to the underside of the Product slab from inside a kitchen cupboard or bathroom vanity (as applicable).

For reference, below is an example of the Zenith Surfaces Authentication.

Branding - Colour Code - Production Date



Authentic Brand Name

Colour Code

Production Date



ZENITH SURFACES BB1399. 19-01-2023

Any Questions?

If you require any advice on caring for your Stone Ambassador product or have any technical enquiries, please call us on the numbers below relevant to your state of residence.

Victoria HQ

31 Burnett Street, Somerton, VIC, 3062
T 03 9333 8835
E customerservice.vic@stoneambassador.com.au

Victoria South Showroom & Distribution

70-72 Nissan Drive, Dandenong South, VIC, 3175
T 03 9333 8834
E customerservice.dan@stoneambassador.com.au

Queensland Showroom & Distribution

38 Telford Cct, Yatala, QLD, 4207
T 07 3462 8500
E customerservice.qld@stoneambassador.com.au

South Australia & Northern Territory Showroom & Distribution

101 South Terrace, Wingfield, SA,
T 08 8423 0150
E customerservice.sa@stoneambassador.com.au

Western Australia Showroom & Distribution

42 Creative Street, Wangara, WA, 6065
T 08 6383 6558
E customerservice.wa@stoneambassador.com.au

www.stoneambassador.com.au



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