

# Warranties & disclaimers

**This warranty applies to natural stone (NS) or engineered quartz surfaces (ES) and ultracompact surfaces / porcelain (UCS/POR) or products manufactured, supplied and installed by Edstein.**

## Our promise

We promise that our natural stone, engineered quartz surfaces (UCS), ceramic, porcelain, and glass splashbacks are highly durable and practical. However, please note that marble, limestone, and engineered marble are excluded from this promise. In the unlikely event of a defect arising from the manufacture and installation of our products, in addition to your rights under the Australian Consumer Law, Edstein will do everything possible to provide a fair and reasonable outcome for all customers covered by the Edstein Warranty.

## Product appearance, care and specifications

Our products are sourced or manufactured from natural materials. Each slab/piece is unique and will contain variations in shading, reflectivity, and the distribution and appearance of minerals such as quartz, feldspar, and mica. These variations are naturally occurring characteristics of the material, whether natural or engineered. The cleaning and care requirements of each product will vary depending on its type, colour, finish, and application. Care and maintenance guides for all products manufactured and installed by Edstein are accessible on our website at — [www.edstein.com.au](http://www.edstein.com.au)

## Edstein warranty

- In addition to your rights under the Australian Consumer Law, Edstein offers an additional warranty (Edstein Warranty).
- Edstein warrants that if the product has been installed at the same location at which it was first installed, maintained, used and protected in the manner recommended by Edstein, Edstein will either repair the product or replace the section with a similar available product.
- Drainer Grooves are covered under the Edstein Warranty. If bench top material is matte in appearance, drainer grooves will still be polished in appearance.
- The Edstein warranty is provided for a period of 7 years.
- In the case of Limestone or marble based products no warranty on such a material is provided due to the generally porous and soft nature of the product.
- The Edstein Warranty is not transferable or assignable and is given only to the first user of the product.

## What the Edstein warranty does not cover

The Edstein warranty does not cover defects or any damage arising from anything done to the products after manufacture, supply, and/or installation, including:

- No warranty will exist where a stone bench top is load-bearing.
- Any accessories, other items, or appliances stored on the product.
- Wear and tear on the product, exposure to heat or ultraviolet light, improper use or abuse, excessive force, or abrasive or corrosive substances.
- Failing to care for the product in accordance with the appropriate guide for the care and maintenance of the product at the time of purchase.
- The Edstein Warranty does not cover cracks, chips, or scratches unless they were caused by a defect in the product. A crack is not a defect if it is caused by excessive weight being applied to the surface, thermal shock, or supports used under the product moving or shifting.
- A chip or scratch is not a defect if it is caused by external force, unless Edstein considers the force to be negligible.
- The Edstein Warranty is limited to the repair, replacement, or refunding of the product. The Edstein Warranty does not cover any other losses arising from the defect of the product.
- If the product is used in flooring.
- If the product is used in any outdoor application where it is exposed to weathering or ultraviolet light.
- Used in or around pools, spas, or any other place where it may be exposed to chlorinated water.
- Installed by a person other than a trained installation employee of Edstein or one of our approved wholesale clients.

## How to make a claim

Contact Edstein on phone **1800 621 599** or email to [info@edstein.com.au](mailto:info@edstein.com.au) and submit your name, address, contact details and the nature of the problem.

## Statutory guarantees

- 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 reasonable 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.
- Some State, Territory and Federal legislation imply warranties, guarantees or conditions impose liability on Edstein in relation to the product or its supply which cannot, or can only to a limited extent, be excluded, restricted or modified. Except for those warranties, guarantees or conditions and such liability (which for the avoidance of doubt includes those warranties, guarantees, conditions and liabilities that cannot be excluded under the Australian Consumer Law), and for the warranty described above: (a) all warranties, guarantees and conditions (whether express or implied, statutory or otherwise) relating to the products are expressly excluded; and (b) Edstein will not be liable for any loss or damage suffered by any person (including the Purchaser of the Products) in any way relating to or arising from the products or its use (including loss or damage arising from the negligence of, or contributed to by Edstein)
- If liability for breach by Edstein of a warranty, guarantee or condition or any other liability imposed on Edstein by legislation which cannot be excluded may be limited, Edstein is limited to the extent permitted by law, and if liability may be limited in any one of a number of ways, Edstein liability is limited in any one of the permitted ways chosen by Edstein in its absolute discretion.

# Material sign off

<b>Job name</b>	
<b>Quote number</b>	
<b>Job number</b>	
<b>Stone colour</b>	

Dear Valued Client,

Natural Stone, Engineered Stone and Ultra Compact Surfaces all have products in their range that can be very varied in appearance.

Edstein recommends viewing of these materials in person to ensure that you are happy with the colour and pattern of your selected material. Colour may vary between different batches.

I, \_\_\_\_\_, have viewed the slabs for my upcoming job and confirm i am happy with the colour and veining of the material.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_, acknowledge that Edstein has recommended viewing this material, by choosing not to view the material in person, I recognise that Edstein shall not be held liable for any future claims regarding the visual appearance of my selected material.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# Natural stone disclaimer

Dear Valued Customer

Thank you for considering Natural Stone materials for your upcoming project. Please carefully review the information below as it outlines important conditions associated with using Natural Stone. If you find any of these conditions unacceptable, we recommend refraining from purchasing any Natural Stone products.

Natural Stone, as the name suggests, is sourced directly from the earth and exhibits inherent variations in colour, tone, texture, and grain. These natural characteristics contribute to its unique beauty and must be accepted by the purchaser. We strongly advise viewing the slabs in person, before proceeding, to ensure they align with your expectations.

Natural Stone may include features like resin fill, fissures, pitting, and being of a porous nature. These attributes are not considered to be defects but rather elements of the stone's inherent composition. Fissures or imperfections in the material may become more visible during production, transportation, or installation. Should this occur, we will address them through appropriate techniques such as doweling, filling, honing, or polishing. Please note that repaired pieces will not be replaced. By moving forward with these products, you acknowledge and accept the potential presence of imperfections in the final product.

After installation, Natural Stone might settle, or experience changes due to factors like building foundation movement, thermal expansion, or contraction. Any resulting cracks or fissures can be repaired, with associated costs borne by the customer.

The range of Natural Stone encompasses materials like Granite, Quartzite, Marble, Travertine, Dolomite, and Limestone. These materials are vulnerable to staining from everyday substances, including citric acids, red wine, vinegar-based cleaning products, and more.

To maintain the longevity and appeal of your Natural Stone products, please refer to the care and maintenance guidelines provided in the Edstein Care & Maintenance package post-installation. Regular maintenance is essential, including resealing every 6 to 12 months using a Natural Stone sealer.

While Edstein is pleased to supply and install Natural Stone products, please note that we do not provide warranties or guarantees for these materials due to their inherent variations.

Edstein will however, stand firmly behind the quality of workmanship, offering warranties and guarantees on all workmanship services provided.

We appreciate your understanding of the unique attributes of Natural Stone materials. If you have any questions or require further clarification, please do not hesitate to contact us.

I, \_\_\_\_\_, acknowledge and accept all the characteristics of Natural Stone & the points explained to me in this disclaimer in relation to the material I have selected for my project and recognise that Edstein Creative shall not be held liable for any future claims regarding the use of this material.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# Caesarstone concrete-look material disclaimer

Dear Valued Client,

The Concrete matte finish doesn't disguise marks as well as the polished finishes, meaning more regular cleaning may be required, using the Caesarstone® Spray Cleaner for daily use and Caesarstone® Cream Cleanser and 3M™ Scotch-Brite™ Non-Scratch Foam Scrub to provide a thorough all over surface clean as per the instructions. Most importantly, thoroughly rinse the Cream Cleanser off after cleaning.

It is extremely important that a Caesarstone® Concrete finish surface is only ever wiped down using a clean cloth solely for that purpose.

Don't use a cloth used to wash dishes as it may impart oils and other contaminants on to the concrete finish surface.

Caesarstone® Concrete Finish range includes the following colours: Fresh Concrete, Sleek Concrete, Raw Concrete, Frozen Tera, Black Tempal, Cloudburst Concrete, Topus Concrete, Rugged Concrete and Airy Concrete.

We are willing to supply and install benchtops manufactured from this material, however we do not recommend or guarantee the use of this material in cases where a low maintenance benchtop is required. By accepting these conditions, you accept full responsibility for using the material chosen and Edstein will not accept any future claims associated with the colouring or staining of this material.

I, \_\_\_\_\_, accept that the nature of the material I have chosen has been explained and recognise that Edstein shall not be held liable for any future claims regarding the use of this material. This does not affect your standard warranties.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# Void stone warranty disclaimer

I, \_\_\_\_\_, acknowledge that by requesting the following design or features to be fabricated and installed, I am going against the installation guidelines and recommendations provided by Edstein:

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I, \_\_\_\_\_, acknowledge and accept that I am choosing to void my stone warranty. No future claims can be made against the failure of the material due to the design or features noted above. I also acknowledge Edstein will however, stand firmly behind the quality of workmanship, offering warranties and guarantees on all workmanship services provided.

Job number \_\_\_\_\_

Material \_\_\_\_\_

I, \_\_\_\_\_, accept that by requesting this installation it does not comply with the installation guidelines and am voiding my stone warranty, I recognise that Edstein shall not be held liable for any future claims regarding this job.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



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**The art**   
**of stone**