

MANUFACTURE AND INSTALL WARRANTY & DISCLAIMER

MJG Stone Pty Ltd, trading as MJG Stone, manufacturer of bench tops, splash backs, furniture items and wall cladding, identified as the “Goods” guarantees the product has been installed to Australian Standards using Australian Standard compliant materials. MJG Stone offers warranty on the “Service”, being any skill required to complete installation of stone items on site or work area. MJG Stone does NOT warrant the actual material (stone).

For the nominated warranty period for the goods as supplied by the following product manufacturers, such as Caesarstone, Quantum Quartz, Silestone, Smartstone and Essa-Stones quartz based engineered product ranges please refer to the individual warranties as offered by these manufacturers.

In the case of materials such as marble, granite, limestone and onyx, are deemed a natural product and as a result natural variations to colour, veining and surface should be expected. Clients are asked to inspect these products prior to manufacture. NATURAL STONE BENCH-TOPS DO NOT COME WITH A WARRANTY ASSOCIATED TO THE MATERIAL. MJG Stone will not be held responsible for inclusions, imperfections and or discolorations in the material.

MJG Stone Pty Ltd, trading as MJG Stone guarantees the product as installed;

1) Is fit for the purpose it has been designed for and subject to the following, warrants the installation for a period of 1 year from practical completion;

2) Excluding *Force Majeure / Act of God* or normal weathering, providing the product is maintained appropriately should not display evidence of cracking, flaking or fissuring for a period of 1 years from practical completion.

For the warranty period MJG Stone Pty Ltd, trading as MJG Stone offers an “express” warranty of no more than 1 year from the date of practical completion for;

1) All aspects of installation including pins and fixings for all wall cladding for no more than 1 years from practical completion;

2) All aspects of installation of all furniture and bench tops items for no more than 1 years from practical completion;

Providing any claim made under this express warranty falls under the said process for claims and upon an investigation undertaken by MJG Stone fails to meet any of the following criteria;

Claims are subject to notification, informing MJG Stone in writing, with all the relevant details of the reported defect. If the reported defect is outside these guidelines MJG Stone Pty Ltd, trading as MJG Stone has every right to reject the claim.

In any case, all such reported defects are subject to inspection by MJG Stone to determine cause for claim. If it is discovered that the issue is related to other matters beyond MJG Stone Pty Ltd, trading as MJG Stone's control, we have the right to invoice for the associated time of costs applicable to the investigation.

Such inspections shall not be deemed in any way an admission of liability of MJG Stone.

The warranty does not apply to the following:

Accidental damage, abuse, misuse, maltreatment, abnormal stress or strain, abrasion, harsh or adverse weather conditions, over temperature, neglect or failure to maintain surfaces as directed.

Appliances and any other materials included in or adjacent to the relevant area, which are not manufactured by MJG Stone.

Variations to, patterns, colours, beyond MJG Stone's control, are not considered to be a manufacturing or installation warranty.

Structural movement of the building / substrate beyond the certified design criteria causing damage or miss alignment of Stone tops.

In addition to this warranty and replacement guarantee, certain legislation (including the Trade Practices Act 1974 and consumer protection legislation of the States and Territories) gives the owner certain rights, which cannot be excluded, restricted or modified. Nothing in this warranty has the effect of excluding, restricting or modifying those rights.