

NICHES  
WARRANTY





## Product Warranty

Studio xox provides a limited warranty on our niches:

**Residential:** 10-year limited warranty

**Commercial:** 10-year limited warranty

## Conditions

01. Solid Surfaces must be installed by a professional installer following the installation instructions provided by xox.
02. Solid Surfaces must be used and maintained in accordance with our product care guidelines.
03. The manufacturer of our solid surface will repair or replace a product if it fails due to a manufacturing defect within the first ten (10) years after the date of initial installation.
04. In the unlikely event that a solid surface product needs to be repaired or replaced due to a manufacturing defect, our manufacturer will make their best effort to repair or replace the product with the best possible colour match to the original product.
05. xox and our solid surface manufacturer(s) cannot guarantee an exact colour match in the event of a repair and replacement.
06. Warranty claims must be filed with xox directly.
07. This limited residential warranty is transferable during the 10-year period following initial installation only when the new owner notifies xox in writing.
08. This limited commercial warranty is non-transferable during the 10-year period and is limited to the original owner of the project, and is not transferable or assignable and this limited warranty expires if sold, transferred or assigned.
09. Any modification to the solid surface product post its installation may void this Warranty.
10. Your solid surface product comes with guarantees that cannot be excluded under the Australian Consumer Law.

## Exceptions

This warranty excludes the following:

01. Minor conditions such as stains, scratches, water spots and burns, varying degrees of wear and tear. This is not a defect in your product and the benefit of your solid surface product is that any scratches, scuffs and other marks associated with normal wear and tear can be removed via a sanding and buffing process;
02. Physical, chemical or other abuse including any use of the Installation that is unreasonable considering the normal and expected uses of such an installation in a residence, for example this Warranty does not cover; damage from vandalism, use of improper cleaning solutions, damage from leaving substances such as bleach or drain cleaner on the product without prompt cleaning, damage from dropping heavy objects on the solid surface;
03. Failure to comply with studio xox and the manufacturers instructions including fabrication, installation, care, maintenance, etc;
04. Any products moved from their original place of installation;
05. Seam appearance of any adhesive, caulk or other accessory items;
06. This Warranty applies to seam performance but not seam appearance, for example a visible join evident in your solid surface benchtop would not be considered a defect under this Warranty;
07. Samples of the solid surface product which you may be provided with prior to your purchase are only representative and are not an exact replication of what will be installed in your home. Slight variations in the colour and tone of the background are to be expected with this product. This does not affect the product performance in any manner and is not a defect.
08. Colour variation within different lots;
09. Exact colour match as a result of Product replacement or repair is not guaranteed;
10. Failure caused by other substructure support;
11. Misuse, abuse (including impact damage and contact with chemical reagents not intended for use with Product);
12. Improper fabrication, installation, handling or maintenance;
13. Damage caused by excessive heat, for example exposure to heat to such a degree that white marks/rings, cracks or crazing appear on the solid surface. CAUTION: Cracking of the Corian surface around a hot plate may appear where:
  - a. Cookware that is on or partially on a heating element is permitted to overhang the bench top causing excessive heat;
  - b. Build up from using high temperatures for excessively long periods of time. Common sense should be exercised;
  - c. By using a rubber-footed trivet when putting a hot object directly from a heat source onto the solid surface or when exposing the solid surface to heat;
  - d. Any damage to the solid surface caused by or arising out of improperly installed, used or maintained appliances (including garbage disposals) which are either built into the solid surface or placed or stored on the solid surface;
  - e. Scratching of the solid surface;
  - f. Damage to the solid surface where the solid surface is installed behind gas cooking appliances where the face of the solid surface is less than 200 mm from the edge of the closest gas burner;
  - g. Damage caused by acts of god, or other incidents/occurrences beyond the control of xox, including without limitation, fire, theft, storms, floods;
  - h. Damage occurring to Installations in applications such as saunas, steam rooms, outdoors, BBQ installations and flooring unless otherwise agreed to by xox in writing;
  - i. Damage caused by water or other forms of moisture being absorbed by the solid surface material or into the substrate of the benchtop;
  - j. Flaws in the appearance of your solid surface material caused by workmanship or fabrication and installation techniques that are not in accordance with xox recommended procedures for fabrication and installation.
  - k. Damage caused by post installation settlement, swelling or changes to the underlying substrate or structure;
14. Workmanship of Fabricators or Installers;
15. Damages from other than manufacturing defect;
16. Any Product installed or located outdoors, such as outdoor kitchens, BBQ work surfaces, or in heated areas such as saunas, steam rooms, and shower pans;
17. In-Carton products including components made from Staron®;
18. Any Product installed in recreational vehicles;
19. Any Product fabricated and installed in commercial applications;
20. Fabrication, Installation, Modification or Repairs made by other than a Certified Fabricator Installer;
21. Same colour and veined intensity between sheets in SUPREME collection. (Veining may vary from sheet to sheet and also within a sheet. Special consideration has to be taken into any joint and coved up-stands.)



### Limitations

xox's obligation hereunder is limited solely to the repair or replacement including necessary reasonable real cost charges of the Products purchased hereunder.

Except as to what is stated in this limited warranty herein, xox makes no warranties, express or implied, in respect to the Product, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and all such warranties hereby are expressly disclaimed.

xox does not warrant that the Product will meet the end users' requirements.

xox shall not be liable for incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including lost goodwill, lost profits, lost business, or other indirect economic damages, and further including injury to property, whether such claim is based on theories of contract, negligence, tort (including strict liability) or otherwise, as a result of breach of any warranty regardless of whether xox was advised, had other reason to know, or in fact knew of the possibility of such damages.

Some countries, states and provinces do not allow the exclusion or limitation stated above, so the above exclusion or limitation may not apply to you. This limited warranty gives you specific legal rights. You may also have other rights, which will vary from country to country, state to state or province to province.

### Lodging a claim

To request warranty service, contact your original fabricator/installer. You must present the original sales receipt or produce proof of purchase and installation of your Solid Surface product, which clearly proves the Product purchase and date of installation, in order to obtain service under this limited warranty.



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