Warranty Document

Accura™ engineered stone worktops which are permanently installed in accordance with this Warranty Agreement (the "Product") are warranted by Kurve Ltd in New Zealand to the original owner. The Product must be fabricated and installed and used and maintained in accordance with instructions provided by Kurve Ltd. During the first 10 years after the date of initial installation, Accura™ engineered stone, at its option, will repair or replace without charge if the product fails due to a manufacturing defect. Although Kurve Ltd shall use reasonable efforts to repair or replace with the best possible colour match to the original as possible, Kurve Ltd cannot guarantee that the repair or replacement will be an exact colour match to the original. To obtain service under this limited warranty, you must reasonably cooperate with Kurve's authorised service agents and provide access to the installation site. The defect must be notified in writing as soon as it becomes apparent. This warranty is applicable only to the original purchaser and only when the Product has been paid in full. This warranty is nontransferable and non-assignable. Any associated repair or replacement cost other than the product will be the original purchaser's responsibility.

This warranty excludes the following:

1. Misuse or abuse (including uneven exposure to direct sunlight, outdoor exposure and use, damage caused by impact, such as chips or cracks discolouring caused by exposure to certain chemical reagents, and damage from exposure to excessive heat);
2. The Product moved from its original place of installation;
3. Improper installation or maintenance (improper care and maintenance may result in staining, abrasion marks, cracking or chipping);
4. Damage caused by exposure to excessive heat (Trivets and hot pads should always be used);
5. Damage caused by an act of nature;
6. Failure not to comply with Kurve Ltd's instructions including Fabrication, Installation, Care & Maintenance, etc.;
7. The Product is stain-resistant, but is not 100% impervious to stains. Many common stains can be removed with proper cleaning. Staining is not covered under this warranty;
8. The product is scratch resistant; however, scratches may occur with improper use. Consequently, Scratches and abrasion marks are not covered under this warranty;
9. Failure or dissatisfaction with appearance of joints or seams or of any jointing adhesive.
10. Workmanship of Fabricator or Installer;
11. Failure caused by other sub-structure support and substrate materials, including seam failure;
12. The actual and final installed Product is not guaranteed to be an exact colour-match to product samples or printed sample facsimiles;
13. Visual blemishes or variations in product pattern density such as blotches, spots or concentration of colour pigments, are considered natural and inherent in the manufacturing process. Since Accura™ engineered stone is made from natural quartz, variations in the colour, size, shape and pattern of distribution of the natural stone (quartz), and the tone of the background, are inherent and unique characteristics to be expected with this product. If the natural variation is visible in an installation from a distance of 7 feet or greater with uniform lighting, (no spot lights or high intensity lighting) it will be considered to be a material defect and covered by this warranty, but it must be reported to the Accura™ dealer prior to fabrication and/or installation and within 30 days. If the colour variation is not visible from 7 feet or if it is not reported prior to fabrication and/or installation or within 30 days, it will be considered to be a normal variation and not covered by this warranty.
14. Any innovative use of material including, but not limited to, curving and/or bending;
15. Alteration of the Product thickness;
16. Installation of sinks;
17. Damage as a result of dry polishing or cutting;
18. Alterations to the factory finish;
19. Damages from other than manufacturing defect;
20. 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;
21. Other installations such as boats, recreational vehicles and flooring; and
22. This Warranty does not cover the use of the Product for commercial purposes. "Commercial purposes" are defined as any application other than for use in a residential home interior as defined within this Residential 10-Year Limited Warranty.

    Except as to what is stated in this limited warranty herein, Kurve Ltd 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 to the fullest extent possible but this does not exclude claims for death or personal injury. Kurve Ltd 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 contract, negligence, tort (including strict liability) or otherwise, as a result of breach of any warranty regardless of whether Kurve Ltd was advised, had other reason to know, or in fact knew of the possibility of such damages.

Warranty Service:

To obtain service under this limited warranty, contact the source from whom you purchased the Accura™ engineered stone Worktops or you may directly contact Kurve Ltd at the address below, in writing, providing your name and address, a description of the Products and the nature of the defect or failure. You must provide the original sales receipt along with proof of purchase and installation of Accura™ engineered stone Worktops, which clearly indicates the Product purchased and installation dates in order to obtain service under this limited warranty. This warranty does not apply if Kurve Ltd has not been paid in full.

Kurve Ltd Warranty Centre

PO Box 82151, Highland Park

Auckland, New Zealand

This warranty cannot be modified, amended, or in any way altered except by an instrument in writing signed by an authorized officer of Kurve Ltd.