

Mars Quartz[™] warrants that from the original installation date, its material will be free from manufacturing defects when fabricated and installed by a Mars Authorized Fabricator/Installer. This warranty covers repairing or replacing material permanently installed in the purchaser's residence. The decision to repair or replace is at the sole discretion of Mars Quartz[™].

The Residential Warranty is exclusively available to the original owner of a single-family dwelling where the Mars Quartz material was initially installed. In the context of newly constructed single-family residences, this warranty is specifically extended to the "first" purchaser who acquires the residence from the builder. It is imperative to note that this warranty is not available to subsequent purchasers of the residence, except under the circumstances and procedures expressly outlined herein. The eligibility for this warranty, along with its potential transferability, is governed strictly by the stipulations and procedures set forth below.

Under this Warranty, Hilltop's only obligation and liability is to repair or replace, at Hilltop's discretion, the Product that is found to have material defects during the Warranty Period. Hilltop is not responsible for any other expenses or damages resulting from the installation of the Product. is not liable for indirect, punitive, consequential, special, or any other similar damages, including but not limited to loss of profits, business interruption, or any other loss, under any circumstances.

This Warranty applies solely to the Mars Quartz™ sold by Hilltop Surfaces.

Warranty Terms & Conditions

- This warranty is applicable to materials installed on or after January 1, 2023.
- This warranty is exclusively applicable to Mars Quartz Surfaces and does not extend to any other products.
- This warranty is valid only for Mars materials that have been permanently installed within the interior of a single-family residence and have not been relocated from their original place of installation.
- This warranty is enforceable solely for residences where the owner is the occupant.
- This warranty is applicable only to materials and/or services that have been fully paid for.
- This warranty is contingent upon the materials being maintained in strict accordance with the <u>Mars Quartz Care and Maintenance Guide</u>.

Upon installation, you are required to register your warranty at Mars-quartz.com/warranty within fourteen (14) days of the installation date. In the event that no record of your warranty registration is on file, you must furnish proof of purchase. Proof of purchase shall consist of a



copy of the original receipt or invoice, which must indicate the name of the Owner, Dealer, or Fabricator. Mars will honor your warranty upon presenting valid proof of purchase, even without a warranty registration on file.

You must fully cooperate with Mars Quartz Surfaces or its authorized representatives to facilitate the performance of our obligations as outlined in this warranty. This cooperation includes but is not limited to, providing access to the installation site, supplying any necessary documentation or proof of purchase, and complying with any reasonable requests or instructions from Mars Quartz Surfaces or its agents. Your full compliance is essential for us to effectively address any claims or issues that may arise under the terms of this warranty.

WARRANTY TRANSFER: This warranty is transferable under the following stipulated conditions: The original or initial owner must have duly registered the warranty with Mars Quartz Surfaces in accordance with the procedures specified herein. To initiate the transfer process, the original or initial owner is required to submit a formal written notification to Mars Quartz Surfaces, providing the full name, address, and contact telephone number of the new owner. Upon receipt and verification of this information, the new owner shall be entitled to a prorated 10-year limited warranty, which will be calculated from the original date of installation. It is important to note that under no circumstances shall the transferred warranty exceed a total duration of ten (10) years from the original installation date. This limitation is absolute and non-negotiable, ensuring that the maximum coverage period for the warranty remains fixed and unalterable.

In the event that your Mars Quartz Surfaces material exhibits a failure attributable to a manufacturing defect, Mars Quartz Surfaces, at its sole discretion, will either repair or replace the defective material. Mars Quartz Surfaces will strive to achieve the best possible outcome in the repair or replacement process, ensuring the functionality and aesthetic quality of the material to the greatest extent possible. It should be noted, however, that while every effort will be made to match the original material, an exact color match cannot be guaranteed due to variations in the natural materials and manufacturing processes.

No representative, salesperson, distributor, fabricator, or any other individual or entity is authorized to make any warranty decisions, commitments, or promises on behalf of Mars Quartz Surfaces with respect to its products. Any such representations or assurances made by unauthorized parties shall not be binding upon Mars Quartz Surfaces and shall not be recognized or honored under the terms of this warranty.

To request service under this warranty, please contact the company from which you purchased the Mars Quartz Surfaces material or reach out directly to Mars Quartz Surfaces at Hilltopsurfaces.com/mars



Warranty Exclusions

- This warranty is exclusively applicable to residential installations as defined herein.
 Products utilized for commercial purposes are governed by our Commercial Warranty.
 Commercial use encompasses, but is not limited to, rental properties, retail stores, offices, or any other business establishments.
- All exterior installations.
- The use of Mars Quartz as a flooring material.
- Improper use or abuse of the product, which includes, but is not limited to, mishandling, exposure to excessive heat, uneven or extreme weather conditions, physical or chemical abuse, or failure to adhere to proper care and maintenance guidelines.
- Impact Damage
- Mars Quartz surfaces are scratch-resistant but not scratch-proof. Proper care must be exercised, including the use of a cutting board, as part of your routine care.
- Routine care and maintenance, this includes but is not limited to, removing of surface stain, water or hard water spots. Follow the directions in the <u>Mars care and</u> <u>maintenance guide</u> available on the website
- Improper Fabrication and Installation, any fabrication not performed in accordance with the prescribed procedures outlined by Mars Quartz Surfaces. Responsibility for improper fabrication and/or installation rests solely with the fabricator and/or installer.
- Visible Defects, Defects that are apparent at the time of fabrication and were not circumvented during the fabrication process. Fabricators are obligated to conduct a visual inspection of all materials prior to fabrication and again before installation.
- Seam Appearance and Performance, this warranty does not extend to the appearance or performance of seams, adhesives, caulks, or other accessory items used in the installation of Mars Quartz Surfaces. Once the product has been installed, the primary causes of seam separation or cracking are generally attributed to the shifting or movement of the substrate, cabinets, or foundation. Additionally, thermal shock is a significant factor that can lead to seam issues. Thermal shock occurs when a hot pan, dish, or other hot object is placed directly on the countertop for more than a brief period, causing the material to expand and contract rapidly. To prevent such occurrences, it is imperative to always use trivets or hot pads. It is important to note that these issues do not constitute material defects and fall under the purview of proper use and care by the owner. Ensuring adherence to these guidelines is essential for maintaining the integrity and longevity of the installed surfaces.
- Chemical Damage
- Utilization of the material in creative applications such as bending or curving.
- Material that has been altered by reducing its original thickness.
- Sink installations



- The use of mechanical fasteners affixed directly into the material.
- Inadequate structural support for the installation.
- Damage resulting from overhangs that exceed the recommendations provided by Mars Quartz Surfaces.
- Any modification or alteration to the factory-applied finish.
- This Warranty does not cover the natural variations in color, size, shape, or pattern
 distribution that are inherent to Mars Quartz™. These variations are a result of the
 natural materials used in the production of the product and are to be expected. The
 samples provided are only intended to give an approximation of the color and pattern
 and not a precise representation of the final product.
- Any modifications, including but not limited to plumbing, electrical, tile, cabinets or flooring, drywall and painting that may be necessary to repair or replace the Mars product covered under this warranty.
- This Warranty only covers the cost of the product or its replacement and does not extend to expenses incurred for transportation, freight, demolition, disposal, fabrication, or any other related costs.

Hilltop makes no other warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose. Except as explicitly stated in this Warranty, Hilltop shall not be held liable for any losses or direct, incidental, or consequential damages resulting from the inability to use Mars Quartz™

To obtain service under this Warranty please visit Hilltopsurfaces.com/mars

Click here to register your product.