



SURFACES
BY PACIFIC

10 YEARS
WARRANTY



10 Year Warranty

Pacific Surfaces LLC d/b/a Surfaces by Pacific (“PQS”) warrants its VIVA engineered quartz slabs (“VIVA surfaces”) to be free of manufacturing defects from the date of installation for a period of ten (10) years when fabricated by an accredited fabricator having an MIA Certification or its equivalent.

This warranty is limited to the original purchaser of the installation and is non-transferable.

All decisions regarding this warranty are at the sole discretion of PQS. No representative, dealer, salesperson, distributor, fabricator or other persons are authorized to make any warranty or promises on behalf of PQS with respect to VIVA surfaces products. If it is determined by PQS that VIVA surfaces failed due to a manufacturing defect, PQS will, at its sole discretion, repair or replace such materials and an exact color match is not guaranteed.

Terms and Conditions

- This warranty applies only to VIVA surfaces that have been permanently installed for interior use and has not been moved from its original installation.
- This warranty applies only to materials that have been maintained according to the PQS Care and Use Guidelines. To request service under this warranty you must contact us at (630) 475-8861 within thirty (30) days of failure. Please also have your proof of purchase available.
- Following installation, you must register your product within thirty (30) days. To activate your warranty, complete the form attached to this warranty and return it to Pacific Surfaces LLC, 1300 Mark Street, Elk Grove Village, Illinois 60007.

What is not covered under this warranty?

- Materials and/or services that have not been paid for in full.
- Product that has been moved from its original installation location.
- Product installed in any outdoor application.
- Product used as flooring material.
- Improper use or abuse including but not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
- Chips at edges or other areas caused by impact damage.
- VIVA surfaces are scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board as part of your care and maintenance.
- Routine maintenance including but not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the PQS Care & Maintenance Guidelines.
- Temporary marks such as metal marks, fingerprints or other signs of daily living.

- Failures due to fabricators/installers not following the prescribed fabrication and installation procedures as outlined by the VIVA Fabricator's Guide. Improper fabrication and/or installation is the sole responsibility of the fabricator and/or installer.
- Defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.
- Seam appearance and performance, adhesives, caulk, or other accessory items. Once the product is installed, the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish or other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.
- Chemical damage.
- Creative use of the material such as thermal bending or curving.
- "Honed" finishes or finishes that have been altered.
- Damage caused by dry cutting or dry polishing.
- Material that has been reduced in thickness.
- Securing mechanical fasteners directly into the material.
- Failures due to inadequate support for the installation.
- Transportation, freight, tear out, demolition in any form, disposal and re-installation, fabrication or associated cost beyond the cost of the product.
- Damage caused by the installation of sinks.
- Any other cost incurred including but not limited to painting, plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to modify, remove and or replace in the process rectifying a manufacturing defect covered under this warranty.
- Natural variations in the color, size, shape and distribution of the pattern of the natural quartz or the natural variations in background tone. These are the inherent characteristics of the product. Color samples provided to consumers, dealers and fabricators are only representative and not an exact replication of what will be installed in your home.
- Spots or blemishes on mono colors smaller than a U.S. ten (10) cent coin and on multi colored materials smaller than a U.S. Quarter (25) cent coin. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect VIVA's structural integrity or performance there in.
- Any failures due to inadequate support for the installation. This includes overhangs in excess of the recommendations provided by PQS which are inadequately supported.
- VIVA surfaces contain important product information on the back of each slab. Removing this product information will void the warranty.
- PQS is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.
- PQS shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

THE FOREGOING IS THE COMPLETE WARRANTY FOR VIVA SURFACES AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO VIVA SURFACES AND PQS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights that vary from State to State.

Care & Use

Congratulations on the purchase of your VIVA countertop.

Maintaining VIVA surfaces is simple and easy.

- For every day cleaning use a soft sponge or dishcloth with warm water.
- For stubborn or greasy clean-ups use a gentle liquid cleaner or ordinary dish washing detergent with warm water and a cleansing hand pad for light cleaning.

- Do NOT use cleansing pads that contain aluminum oxide (the same abrasive in sand paper) which may dull VIVA's finish.
- Use only non-abrasive powders to clean without affecting VIVA's finish.
- Do NOT allow VIVA surfaces to come in contact with drain cleaners, paint strippers or products containing Hydrofluoric acid, Methylene chloride, Trichloroethylene or any product with a very high or very low PH. These types of chemicals may etch or discolor the surface of VIVA.
- There is no need to seal your VIVA surfaces countertop. Sealers cannot penetrate the VIVA surface and remain on the surface.
- VIVA surfaces are scorch resistant and under normal conditions are not affected. Always use a trivet or hot pad between VIVA surfaces and any heat generating device including but not limited to crock pots, deep fryers, hot pots and pans or electric skillets. Sudden or rapid change of temperature or sustained heating, especially near edges and cut outs, may create enough thermal expansion energy to cause your countertop to crack. Damage caused by thermal expansion is not covered under the warranty.

Please visit our website at www.surfacesbypacific.com for additional info.

This Warranty and the Care & Use Instructions can also be accessed online at:

<https://www.surfacesbypacific.com/customer-care/warranty/>