

DUPONT™ ZODIAQ® COMMERCIAL (PRODUCT ONLY) WARRANTY FOR NORTH AMERICA

DuPont warrants to the owner of the original installation that DuPont™ Zodiaq® quartz surfaces, when installed in accordance with current published procedures by a DuPont Authorized Zodiaq® Installer, shall be free from materials defects in production for a period of ten (10) years from the date of completion of installation of the Zodiaq®.

DuPont makes no express or implied warranty including, without limitation, the warranties of merchantability, fitness for a particular purpose (even if that purpose is known to DuPont), or from any course of dealing or trade usage regarding the product.

Each party assumes all risk and liability for results obtained by the use of products covered by this warranty, whether used singly or in combination with other materials. No warranty whatsoever is made with respect to the materials produced by other manufacturers.

The sole responsibility and liability of DuPont under this warranty shall be to repair or replace, at DuPont's option, the products shown to be defective during the warranty period. DuPont shall have no liability for any other loss, damage or expense, arising out of or in connection with the installation of Zodiaq®. In no event shall DuPont be liable for special, indirect, incidental, punitive, consequential or any similar damages (including, without limitation, damages for loss of business profits, business interruption or any other loss), whether or not caused by or resulting from the negligence of DuPont even if DuPont has been advised of the possibility of such damages.

In order for DuPont to respond under this warranty, the owner must give DuPont prompt notice of any alleged defects that appear or should have been discovered after the exercise of reasonable diligence. DuPont or DuPont's authorized agents must be permitted to inspect the product and thereafter to follow DuPont's warranty services procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by DuPont and shall be final and binding upon the parties.

This warranty applies to products that have been maintained according to the DuPont Zodiaq® quartz surfaces Care in Use Guide. This warranty does not cover damage caused by mishandling, misuse, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, or uses of products exposed to outside weather and climate conditions. In addition, DuPont shall not be responsible for any damage or injury caused in whole or in part by acts of God, climate, job site conditions, architectural and engineering design, structural movement, acts of vandalism, accident, war, nor defective or improper workmanship by the installer or any laborer, nor any other damage or injury not solely and directly caused by defects in products covered by this warranty.

Laws and building and safety codes governing the design, engineering and construction of installations vary widely. DuPont assumes no responsibility or obligations with respect to the selection of product for the installation or the design, engineering and construction of the installation.

This warranty is issued to the original owner of the structure into which product was installed and expires upon transfer of the ownership of the structure to a third party.

This is the only product warranty made by DuPont for Zodiaq® quartz surfaces. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise on behalf of DuPont with respect to such products. No terms or condition other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon DuPont unless made in writing and signed by an authorized employee of DuPont.

WARRANTY AND CARE

DUPONT™ ZODIAQ® COMMERCIAL (PRODUCT ONLY) WARRANTY FOR NORTH AMERICA — *continued*

This warranty shall be null and void unless the products have been paid for in full.

This warranty shall be interpreted exclusively under the laws of the State of Delaware.

For more information about this warranty, please contact DuPont™ Zodiaq® directly by writing or calling:

- DuPont Zodiaq® Quartz Surfaces, Chestnut Run Plaza, P.O. Box 80721, Wilmington, DE 19880-0721
- Phone: 1-800-426-7426, press 0 to initiate claim.
- E-mail: zodiaq@usa.dupont.com

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DuPont™
ZODIAQ®
QUARTZ SURFACES



The miracles of science®

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DuPont™ Zodiaq®

10-Year Limited Residential Warranty for North America

DuPont warrants to you, the owner of the original installation of DuPont™ Zodiaq® quartz surfaces in your residence, that upon the following terms and conditions DuPont will, at its sole option, repair or replace, without charge, your installation of DuPont Zodiaq® when installed by a DuPont Authorized Zodiaq® Installer, provided that DuPont or its authorized warranty service agent determines that the product has failed due to any manufacturing defect that is covered by this limited warranty during the first ten (10) years from the date of completion of installation of the Zodiaq®.

General Terms and Conditions

The following contains information applicable to this limited warranty:

This warranty applies to DuPont™ Zodiaq® quartz surfaces only, and does not apply to any other products, including sinks, faucets or any other added on appliance, or any other engineered stone products, manufactured or supplied by any other party, except by DuPont.

This warranty applies to installations of Zodiaq® quartz surfaces that have been permanently installed in the interior of residences for countertop usage and that have not been moved from the original, permanent installation. This warranty does not apply to other installations of Zodiaq® such as, but not limited to installations in shower walls, boats or recreational vehicles, or outdoor uses. If after, or during installation, you decide that you do not like the color you selected, replacement is not covered by this warranty.

This warranty applies to product purchased and installed after April 1, 2006, for owner-occupied residences.

To obtain service under this limited warranty, you must contact the source from whom you purchased DuPont™ Zodiaq®, or DuPont at the address shown at the end of this limited warranty. To qualify for repair or replacement, you must provide the original sales receipt or other documentation acceptable to DuPont that demonstrates proof of purchase clearly showing the date of purchase, the date the installation was performed, and that such installation was performed by a DuPont Authorized Zodiaq® Installer. Your proof of purchase must identify your installation as DuPont™ Zodiaq®. If you represent to us that your installation is DuPont™ Zodiaq® and upon arrival of our warranty service agent at the installation site, we determine that your installation is not DuPont™ Zodiaq®, you will be liable for and charged the standard warranty service trip charge in effect at that time and no repair or replacement will be performed. You must permit DuPont or DuPont's authorized agents to inspect the installation of the product. You will reasonably cooperate with DuPont in DuPont's efforts to perform its obligations under this warranty. All decisions about defects in manufacture shall be made by DuPont and communicated to you in a timely manner. Whether DuPont performs repair or replacement of your installation, we will seek to obtain the best possible result, but exact color match cannot be guaranteed.

This warranty shall be null and void unless the product and the installation has been paid for in full.

What You Should Expect From the Appearance of Your DuPont™ Zodiaq®:

Color Variation Within an Installation: Since DuPont™ Zodiaq® is made from natural quartz, variations in the color, 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 you must report it within thirty (30) days of installation. If the color variation is not visible from 7 feet or if it is not reported within thirty (30) days of installation, it will be considered to be a normal variation and not covered by this warranty.


Color Samples: Samples are only representative and are not an exact replication of what will be installed in your home. Variations in the color, gloss, finish, size, shape and pattern of distribution of natural stone (quartz), and the tone of the background, are inherent and unique characteristics to be expected with this product. For colors that contain non-directional movement or veining, due to the randomness of this effect, samples of these colors, especially small samples, may not capture this overall aesthetic. This does not affect the product performance in any manner. Your countertop will not be replaced under this warranty due to these variations.

Blemishes: Some level of what could be referred to as spots or blotches are inherent in the manufacturing process. Blemishes larger than the size of a US twenty-five cent piece are covered under this warranty, if you report it within thirty (30) days of installation. For colors that contain the non-direction movement or veining, this effect is random within the material. It is not considered a blemish or blotch, rather normal variation and not covered by this warranty. In the rare case where a foreign particle (such as a piece of rubber, metal or wood) is found in the product, then it is covered by this warranty, if you report it within thirty (30) days of installation.

Gloss: DuPont™ Zodiaq® should be expected to have less gloss than granite. Gloss levels can generally be increased by cleaning the installation as identified in this warranty document or on our website.

This warranty is transferable within the 10-year period of warranty only when the new owner writes to DuPont (see address at the end of this limited warranty) to register the installation under the new owner's name. The new owner may also refer to our website, shown below, which details the proper maintenance of the product.

This warranty applies to products that have been maintained according to the DuPont™ Zodiaq® quartz surfaces Care in Use Guide provided free of charge at the time of installation, upon request, from the DuPont Authorized Zodiaq® Installer or from DuPont, or on our website shown below.



This warranty covers seam performance, not the appearance of the seam. Furthermore, placement of the seams is at the discretion of the fabricator/installer, using color coordinated seam adhesive. Seam failures due to settling or structural issues unrelated to the countertop installation are not covered by this warranty. Silicone seams do not constitute part of the Zodiaq® installation and accordingly are not covered by the warranty.

This warranty does not cover uses of products for “commercial” uses, uses of products exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way. “Commercial use” includes, but is not limited to, use in a store, office or other place of business. “Abnormal use or conditions” includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse, and damage from improper care and maintenance. Improper care of DuPont™ Zodiaq® may result in staining scratching, chips in the surface, cracking or seam separation.

Excessive Heat: Thermal damage, which can occur when a hot pot, pan, dish or any other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used. Damage from excessive heat is not considered to be a material defect, but rather, subject to proper care and maintenance by you.

Chips: Chips are caused by impact. The quartz and polyester are bonded together using pressure and vacuum. Chips or any other impact damage are not covered under this warranty.

Scratches: DuPont™ Zodiaq® is extremely scratch resistant, however, it can be scratched when proper care is not used, and accordingly, scratches in your Zodiaq® installation are not covered by this warranty. Cutting boards should always be used as part of your proper care and maintenance.

Staining: DuPont™ Zodiaq® is stain-resistant, but not stain proof. Stains can usually be removed with chemical cleaners. Staining is not covered by this warranty. You can view our stain cleaning guidelines on our website shown at the end of this document or at the phone number also shown at the end of this document.

DuPont is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural and engineering design, structural movement or settling, acts of vandalism, or accidents.

DuPont’s obligation under this warranty is limited solely to the repair or replacement of the DuPont™ Zodiaq® product covered by this warranty, including necessary labor charges needed to repair, remove or replace the product. DuPont will repair or replace any area of the installation that is determined by DuPont or its warranty service agent to be defective. To the extent required, DuPont will cover the cost of the simple plumbing and electrical disconnect and reconnect charges to the extent determined necessary by DuPont or its warranty service agent. You will be responsible for any other costs associated with or arising out of the repair or replacement, such as, but not limited to, repairs to wall surfaces, paint, wall paper, tiles, and removal of cabinets, storage bins and food garages or backsplashes to allow access to the Zodiaq® product for repair or replacement, as well as costs incurred to enable access to plumbing and electrical connections. Your original warranty will continue for the duration of the original ten year period and not from the date of any repair or installation.

Except as provided in this limited warranty, DuPont shall not be liable in either tort or contract for any loss of direct, consequential or incidental damages arising out of the use or inability to use the product in residential applications covered by this warranty. Some states do not allow the exclusion or limitation of incidental damages, so the above limitation or exclusion may not apply to you.

DuPont makes no other warranty, representation or guarantee, express or implied, with respect to its products, except as expressly stated herein. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state or, in Canada, from province to province.

This is the only warranty made by DuPont for Zodiaq® quartz surfaces. No representative, dealer, sales person or any other person is authorized to make or makes any warranty or promise on behalf of DuPont with respect to Zodiaq® quartz surfaces. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon DuPont unless made in writing and signed by an authorized employee of DuPont.

Registration

To register for the warranty, your DuPont Authorized Zodiaq® Installer must fill out and return a registration form.

For more information about this warranty, please contact DuPont Zodiaq® directly by writing or calling:

DuPont Surfaces
Building 721, Maple Run
PO Box 80721
Wilmington, DE 19880.
Phone: 1-800-426-7426

E-mail: zodiaq@usa.dupont.com
Or go to: www.Zodiaq.com



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