# ONE Quartz Surfaces<sup>TM</sup> Limited 15 Year Warranty

Dal-Tile Corporation warrants that One Quartz will be free from defect for a period of fifteen-years after the date of purchase. Defect is defined as a shortfall in the product to perform to Dal-Tile specifications as disclosed in product literature, within industry allowable tolerances as set forth in standard, national industry protocols. This fifteen-year express warranty is the sole warranty extended and replaces any statutory warranties to the maximum extent allowable. Customer misuse including negligence, physical/ chemical abuse, or extreme heat are not covered by this warranty. Installation defects are not covered by this warranty. All warranty claims must be reported immediately. Failure to report the warranty claim within 30 days of defect discovery will void this warranty.

#### IMPLIED WARRANTIES LIMITED IN DURATION

Any implied warranty applicable to the product sale, including the implied warranty of merchantability or the implied warranty of fitness for a particular purpose is limited in duration to the duration of this written warranty or the maximum statutory period, whichever is less. Some states do not allow limitations on implied warranty duration, so the above limitation may not apply to you. The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements and/or supercedes federal consumer goods warranty protections.

## IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

Dal-Tile provides detailed information in its product literature with regard to appropriate ONE Quartz Surfaces<sup>TM</sup> applications. In these specified applications, Dal-Tile limits the duration of the implied warranty of fitness for a particular purpose to ten-years or the maximum statutory period, whichever is less. Failure to comply with recommended applications voids this warranty. Appropriate applications include: RESIDENTIAL: kitchen countertops, islands, table tops, bathroom vanities, tub and shower surrounds; COMMERCIAL: dining tables, bar tops, vanities, partitions, walls, food preparation areas, serving areas, beverage station tops, and sterile prep areas. Warranty only covers polished finishes. Please note that due to greater exposed surface area, the textured finishes will require more daily maintenance than a polish finish. Thus, no finish (except for "Polish" finish) is covered in our warranty.

### REMEDY LIMITATION & DISCLAIMER

If a defect in materials or workmanship is discovered within the fifteen-year period, Dal-Tile will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy defects in the product. Buyer remedy is limited to replacement or repair of the defective product. No consequential (including lost profits) or incidental damages are recoverable. Dal-Tile disclaims all express warranties not contained in this limited express warranty. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Dal-Tile Corporation immediately (1-800-933-TILE).

## **WARNINGS**

Harsh chemicals and excessive heat will damage ONE Quartz Surfaces<sup>TM</sup>. Shade variation is an inherent feature of ONE Quartz Surfaces<sup>TM</sup> and do not constitute defect.