

DuPont Zodiaq® Residential Ten-Year Limited Warranty for North America

DuPont warrants to you, the owner of the original installation, that DuPont will repair or replace, without charge, your installation of DuPont Zodiaq® quartz surfaces when installed by a DuPont Authorized Zodiaq® Installer, if the product fails due to any manufacturing defect or any defect in conversion or installation during the first ten (10) years from the date of completion of installation of the Zodiaq®. This limited warranty includes necessary labor charges needed to repair or replace the product covered by this warranty. This warranty does not cover products made by other suppliers.

General Terms and Conditions

The following contains information applicable to this limited warranty:

1. This warranty applies to DuPont Zodiaq® quartz surfaces
2. This warranty applies to installations of Zodiaq® quartz surfaces that have been permanently installed in residences and that have not been moved from the original, permanent installation.
3. This warranty applies to product purchased and installed after May 1, 2000, for owner-occupied residences and to product purchased by a tenant in a rental dwelling in the United States and Canada. This warranty is transferable only in owner-occupied dwellings.
4. 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. You must provide DuPont proof of purchase in the form of the warranty registration card. If the warranty registration is not on file with DuPont, you will need to provide a copy of your original receipt or invoice showing the name of the Authorized DuPont Zodiaq® Installer and the date of installation. 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, conversion or installation shall be made by DuPont and communicated to you in a timely manner.
5. This warranty shall be null and void unless the products have been paid for in full.
6. 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. Upon request, the Care in Use Guide will be sent to the new owner detailing the proper maintenance of the product.
7. 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, or upon request, by the DuPont Authorized Zodiaq® Installer or by DuPont.
8. This warranty covers seam performance, not the appearance of the seam.
9. 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.
10. 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, acts of vandalism, or accidents.
11. DuPont's obligation under this warranty is limited solely to the repair or replacement including necessary labor charges needed to repair or replace the product covered by this warranty.

Zodiac_Warranty.doc

12. 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.
13. 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.
14. 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.