

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:

This warranty applies to DuPont Zodiaq® quartz surfaces

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.

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.

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.

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

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.

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.

This warranty covers seam performance, not the appearance of the seam.

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.

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.

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.

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 Zodiac® quartz surfaces. No one other than DuPont is authorized to make or makes any warranty or promise with respect to Zodiac® quartz surfaces.

Registration

To register for the warranty, you or the DuPont Authorized Zodiac® Installer must fill out and return a registration form.

To obtain service under this limited warranty, contact the source from whom you purchased DuPont Zodiac®. For more information about this warranty, please contact DuPont Zodiac® directly by writing or calling:

- DuPont Zodiac® 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: zodiacq@usa.dupont.com

DuPont Zodiacq® Commercial (Product Only) Warranty for North America

DuPont warrants to the owner of the original installation that DuPont Zodiacq® quartz surfaces, when installed in accordance with current published procedures by a DuPont Authorized Zodiacq® 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 Zodiacq®.

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 Zodiacq®. 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 Zodiacq® 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.

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.
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