

## **DuPont Zodiac® Commercial (Product Only) Warranty for North America**

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

**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 Zodiac®. 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 Zodiac® 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.

E-mail: [zodiaq@usa.dupont.com](mailto:zodiaq@usa.dupont.com)