

## ONE QUARTZ SURFACES® LIMITED LIFETIME RESIDENTIAL WARRANTY

One Quartz by Dal-Tile Corporation ("Dal-Tile") comes with a Limited Lifetime Residential Warranty. Dal-Tile warrants that One Quartz will be free from any defects for intended residential use for the original purchaser for as long as the original purchaser owns the private, single-family residence in which it is permanently installed. Dal-Tile provides detailed information in its product literature regarding appropriate applications for this product. Failure to comply with recommended applications voids this warranty.

For this Warranty to be effective, you must (1) be able to provide a completed warranty form with accompanying documentation and (2) be in compliance with the conditions of this Warranty.

To qualify for any warranty claims such as repair or replacement, you will need to provide the original dated sales receipt or other documentation to demonstrate proof of purchase and documentation to demonstrate proof of proper installation.

Please complete the following details and keep your proof of purchase and other documentation:

Your Name: \_\_\_\_\_  
 Your Number: \_\_\_\_\_  
 Your Address: \_\_\_\_\_  
 Merchant Name: \_\_\_\_\_  
 Merchant Number: \_\_\_\_\_  
 Merchant Address: \_\_\_\_\_  
 Purchase Date: \_\_\_\_\_  
 Product Name: \_\_\_\_\_  
 Installation Date: \_\_\_\_\_

For your records, make a copy of your submission and keep in a safe place with your original documentation.

**THIS EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.**

### **Implied Warranty of Fitness for a Particular Purpose**

Dal-Tile provides detailed information in its product literature regarding appropriate building specifications, installation and maintenance for One Quartz. Failure to comply with recommended specifications, installation and maintenance voids this Warranty. There are no warranties extended beyond the description on the face hereof.

### **Implied Warranties Limited in Duration and Scope**

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 or supersedes federal and state consumer goods warranty protections. There are no warranties extended beyond the description on the face hereof.

### **General Terms and Conditions for One Quartz Warranties**

One Quartz carries the specific warranties listed above. In addition to the requirements specified above, the following general terms and conditions also apply. If you have questions regarding this Warranty, please contact Dal-Tile.

1. This Warranty applies only to the original purchaser and the first installation of the product and may not be transferred, except as provided below. The "original purchaser" is the person or builder who is stated as the buyer on the purchase document(s) and owns the private residence. The "builder" is a person or entity who constructs the private residences with the purpose of selling the private residence to a residential owner. This Warranty applies only to first quality One Quartz purchases made after the edition date of these Warranty conditions for the designated time period when the product is installed in a private residence and according to Dal-Tile's recommended installation instructions.
2. In the event of an original purchaser who is a person and owns the private residence at the time of purchase and installation of One Quartz, this Warranty will be limited in duration and scope and last for only as long as the original owner owns such private residence and is non-transferable. Notwithstanding the foregoing, the duration of this Warranty shall not exceed the twenty-fifth (25th) anniversary of the date of transfer of the original Warranty. In the event of a builder who installs One Quartz in a private residence, the builder may transfer this Warranty to another person who buys such private residence from the builder, and such person will be treated as if he or she were the original purchaser. This Limited Lifetime Warranty is pro rata over 25 years from the date of purchase. A pro rata warranty is one that provides for a refund or credit that decreases according to a set formula as the warranty period progresses. The original warranty value is reduced by the amount of time that you own it. When a claim is made, the value of the warranty becomes a

## ONE QUARTZ SURFACES® LIMITED LIFETIME RESIDENTIAL WARRANTY

percentage of ownership per year based upon the warranty period. For the Limited Lifetime Warranty, the warranty period is considered 25 years. Warranty coverage is limited to a one time replacement.

3. This product Warranty only applies to manufacturing defects inherent to the material supplied. 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. Dal-Tile will repair or replace the product, at its discretion. When replacement of the product is made, only new products from the current product range at the time the complaint is upheld will be supplied. Dal-Tile reserves the right to discontinue or modify any of its products and shall not be liable if replacement material varies in color intensity, hue, or shade in comparison to the original product. There will be no other form of compensation. Responsibility under this Warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the product. Dal-Tile will not cover labor costs to replace or reinstall the One Quartz slabs. Dal-Tile can never be held liable and is not responsible for any secondary damages, incidental damages or consequential damages.
4. This Warranty does not cover damage to the product caused by installation or fabrication errors. The product must be installed following the appropriate installation instructions using approved accessories, if applicable. Installation and Fabrication defects are not covered by this Warranty.
5. All warranty claims must be reported immediately. Failure to report any Warranty claim within thirty (30) days of defect discovery will void this Warranty. All products must be inspected prior to installation. Installation of products with visual defects or nonconformities apparent prior to installation voids this Warranty.
6. Dal-Tile does not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum performance specifications. Dal-Tile does not warrant product installations that violate building codes.
7. Failure to comply with recommended applications voids this warranty. Appropriate residential applications include: kitchen countertops, islands, table tops, bathroom vanities, tub and shower surrounds. Outdoor applications are not covered under this Warranty. 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. This Warranty does not cover the altering of any factory applied finish.
8. This Warranty does not cover the installation of sinks nor securing mechanical fasteners directly into the material.
9. Proof of compliance with the installation and maintenance instructions recommended by Dal-Tile must be provided if a claim is filed.
10. Dal-Tile will not be liable for, and this Warranty does not apply in the event of: any failure, defect, or damage (including but not limited to crumbling, chipping, cracking, breakup or change of color) resulting from or connected with misuse, abuse, neglect, or improper handling or storage. Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty.
11. This Warranty does not cover scratches. Proper care, such as using cutting boards, must be exercised as part of your care and maintenance.
12. Color, hue or shade differences resulting from material added to an existing installation at a later date and non-warranty repairs are excluded from coverage.
13. Photographic color images may not be an exact product match. Product samples are representative only and may not be an exact match to supplied materials due to variations in batch manufacturing or naturally occurring stone. Supplied materials may have slight differences in color, shade, and/or surface appearance.
14. Under no circumstances will Dal-Tile be responsible for any loss of time, inconvenience, expenses, costs or other consequential damages caused by or resulting directly or indirectly from a problem about which a claim was made.
15. Any services provided as part of this Warranty do not extend the original warranty period.
16. This express limited product Warranty excludes all labor costs. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.
17. No person has authority to make representations other than those in this writing. 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 immediately (1-800-933-TILE).

## ONE QUARTZ SURFACES® LIMITED LIFETIME RESIDENTIAL WARRANTY

**LEGAL NOTICE:** WARNING – Slabs and installation products contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, obtain an MSDS at [DalTile.com](http://DalTile.com) or contact DalTile at 1-800-933-TILE.

**To Make A Claim:**

1. The original purchaser must notify a Dal-Tile Sales Service Center or an authorized representative in writing within 30 days of the discovery of any defect.
2. After notification, Dal-Tile or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Dal-Tile or an authorized representative.
3. Upon determination that the product defect claim is valid, Dal-Tile will notify the purchaser in writing. Dal-Tile reserves the right to repair or replace the originally-purchased product, at its sole discretion.

One Quartz is manufactured and distributed by  
Dal-Tile Corporation  
7834 C.F. Hawn Freeway  
Dallas, TX 75217

Modification Date: September 9, 2019