

## Commercial Ten-Year Limited Warranty

Arizona Tile LLC ("Arizona Tile") will warrant from the original date of installation for a period of ten (10) years any Della Terra® Quartz slab material ("Slab Material") that fails due to a factory manufacturing defect.

### Warranty Terms & Conditions

This warranty is available only to the original purchaser of the Slab Material and is not transferable. This warranty only applies to the repair or replacement of defective Slab Material. The option to repair or replace defective Slab Material is at the sole discretion of Arizona Tile.

This warranty applies to Slab Material that has been maintained according to the care and maintenance guidelines for Della Terra Quartz. These guidelines are available at [www.arizonatile.com/resources/care-maintenance](http://www.arizonatile.com/resources/care-maintenance) and are incorporated into this warranty.

This warranty only applies to Slab Material that has been permanently installed and has not been moved from its original location. If after or during installation you decide that you do not like the color or finish of the Slab Material you selected, that decision is not covered under this warranty.

To request service under this warranty, you must:

1. Notify Arizona Tile directly within thirty (30) days of the failure of the Slab Material. Arizona Tile's warranty service department can be reached at: 1-877-AZT-STONE or by email at: [warranty@arizonatile.com](mailto:warranty@arizonatile.com). Alternatively, you may write to us at: 8829 South Priest Drive, Tempe, AZ 85284, Attn: Warranty Service Dept.
2. Provide proof of purchase and date of installation. Arizona Tile must be able to validate the date of installation of the System or the date of original occupancy of your home if provided by the homebuilder or its subcontractor, in order to verify it is within the warranty period. You will also need to provide proof of purchase which consists of a copy of your original receipt or invoice showing the name of the purchaser and/or single-family residence owner.
3. After notification, Arizona Tile or an authorized representative will inspect and/or test the product for defect; no claim will be honored without product inspection by Arizona Tile or an authorized representative.
4. Upon determination that the product claim is valid, Arizona Tile will notify the purchaser in writing. Arizona Tile, at its sole discretion, will repair or replace such materials. Arizona Tile will seek to obtain the best possible result, whether we decide to repair or replace the defective material. However, exact color match is never guaranteed.
5. Claimant must agree to cooperate with Arizona Tile or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.

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### Warranty Exclusions - This Warranty does not cover the following:

- Damage or defects to Slab Material caused by the improper installation of or alteration to it including, but not limited to, cut-outs for niches, sinks and shelving and grab-bar applications. Improper installation is the sole responsibility of the Installer.
- Damage caused by improper use or abuse of the Slab Material including, but not limited to: damage from mishandling the product, impact damage, damage caused by excessive weight in a concentrated area, excessive heat, uneven exposure to weather conditions, physical or chemical abuse, or improper care and maintenance.
- Seam appearance or seam performance. Seams are always visible and natural variations in tone, color, shade and particle structure can be more obvious at seams.
- Natural variations in the color, size, shape, and distribution of the pattern of the quartz or variations in background tone. These characteristics are inherent and unique characteristics of the product. Color samples provided to consumers, dealers, and fabricators are only representative and not an exact replication of what will be installed in the residence.
- Chemical damage, corrosion, staining, burning, scarring, or other damage caused by external sources.
- Damage caused by scratching, excessive impact causing cracking or chipping, applying caustic or abrasive chemicals, and exposure to extremes of temperature that occur(s) after installation of the Slab Material.
- Defects that were visible at the time of fabrication and were not avoided during fabrication. Fabricators are required to perform a visual inspection of all materials prior to fabrication.
- Defects that were visible at the time of installation and/or defects caused by the Installer. Installers are required to perform a visual inspection of all Slab Material upon receipt and prior to installation.
- Transportation, freight, demolition, tear-out, reinstallation, disposal, fabrication, or any costs beyond the cost of material.
- Creative uses of the material including bending or curving.
- Damage caused by accidents, neglect, abuse, negligence, mishandling or alteration of Slab Material by the Installer and/or damage caused by acts of God or vandalism, job site conditions, structural movement, and/or architectural/engineering designs.
- Outdoor installation of Slab Material and/or in locations that permit direct exposure to outdoor elements.
- Installation in or around fireplaces or other similar sources of heat.

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- Any alterations of the factory-applied finish.
- Failures due to inadequate support for the installation, including overhangs.
- Damage caused by milling or reducing Slab Material thickness.
- Flooring applications of Slab Material.
- Damage caused by securing mechanical fasteners directly into the Slab Material.
- Damage caused that occurs during its shipping or transportation.
- Routine maintenance of Slab Material in accordance with the care and maintenance guidelines.
- Defects in the adhesives, caulk, or other accessory items and damage to the Slab Material caused by such accessory items.
- Spots or blemishes smaller than one-half inch. A certain level of spots or blemishes is inherent in the manufacturing process and does not affect the structural integrity of the material.
- Consequential expenses or costs incurred during the repair or replacement of Slab Material including, but not limited to, those relating to painting, plumbing, electrical, tile, cabinets, flooring, etc., that may be necessary to modify, remove, and/or replace in the process of rectifying a Slab Material manufacturing defect covered by this Warranty.

Arizona Tile is not responsible for real or perceived differences between samples/photographs and the purchased product, nor are those differences covered by this warranty.

Arizona Tile shall not be liable in either contract or tort for any special, indirect, incidental or consequential, exemplary or punitive damages, losses, or expenses arising either directly or indirectly from the failure of the Slab Material. Some states do not allow exclusion or limitation of incidental damages so the above limitations may not apply to you.

Arizona Tile shall not be responsible or liable for any delays that may arise in performing Arizona Tile's obligations under this limited warranty due to any cause beyond Arizona Tile's control, including without limitation, acts of God, acts of governments, material shortages or delays, fires, floods, or labor problems.

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Arizona Tile does not authorize any party to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality of enforceability of the remaining terms shall not be affected or impaired.

This warranty gives you specific legal rights, and you may also have other rights that vary from State to State.

THE FOREGOING IS THE COMPLETE WARRANTY FOR ARIZONA TILE AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO ARIZONA TILE. ARIZONA TILE EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL, OR LOCAL LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.