

## *Commercial 10-year Warranty*

### Terms and Conditions:

Arizona Tile will warranty from the original date of installation Della Terra® Quartz material ("Material") in a commercial application that fails due to any factory manufacturing defect for a period of ten (10) years. This Warranty applies only to material properly fabricated and installed by a licensed or qualified fabricator/installer (please see fabrication/installation guidelines at [www.arizonatile.com](http://www.arizonatile.com)). If after or during installation you decide that you do not like the color or finish you selected, that decision is not covered under this warranty. This warranty only applies to material that has been maintained in accordance with Della Terra [Care & Maintenance Guidelines](#). This warranty is subject to the exclusions below. This ten year warranty is the sole warranty extended by Arizona Tile and, to the fullest extent allowable by law, replaces any statutory or implied warranties. No agent, employee, or representative of Arizona Tile or any installer, dealer, agent, builder, or manufacturer, has any authority to alter or modify the obligations or limitations of this warranty. Any representations made in connection with the sale of this product that differ from the terms of this warranty are not valid.

### The following are not covered by the Warranty:

- Materials that have not been paid in full.
- Materials that have been moved from their original installation location.
- Defects caused by the failure to maintain the Materials according to the Della Terra Quartz Care & Maintenance Guidelines, available at [www.arizonatile.com](http://www.arizonatile.com). These Guidelines are incorporated into this Warranty.
- Defects caused by the installation or during the fabrication of the Materials.
- Seam appearance or seam performance.
- Defects in the adhesives, caulk or other accessory items.
- Damage caused by improper use or care of the Materials including, but not limited to:
  - Subjecting the Materials to excessive weight in a concentrated area by standing on a countertop or otherwise placing a heavy load on it;
  - Excessive impact causing chips or other damage to the Materials;
  - Subjecting the Materials to caustic or abrasive chemicals;
  - Subjecting the Materials to extremes of temperature;
  - Scratches to the surface of the Materials that occur after installation. Quartz is an extremely hard surface, but is not impervious to abrasion when subjected to other hard, heavy, or abrasive surfaces. Proper care must be exercised including use of a cutting board and trivets or hot pads on a quartz countertop as described in the Della Terra Quartz Care & Maintenance Guidelines.
- Damage to Materials that occurs during its shipping, transportation or installation:
- Accidents, neglect, abuse, negligence, mishandling or alteration of the Materials or damage caused by acts of God or vandalism;
- Any outdoor installation of the Materials;
- Any flooring application of the Materials;
- Any defects that were visible at the time of fabrication and were not avoided during fabrication.

[www.arizonatile.com](http://www.arizonatile.com)

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Any failures due to inadequate support for the installation. This includes overhangs in excess of MIA (Marble Institute of America) standards which are inadequately supported. Delamination of edge detail may also occur in instances where proper clearance from the cabinet or sub-top is not achieved, and or in areas where material is inadequately supported, in addition to areas where excessive heat may transfer from cook tops, ovens and dish washers.

- Any alterations of the factory-applied finish.
- Natural variations in the color, size, shape and distribution of the pattern of the natural quartz or the natural 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 your home.
- Spots or blemishes smaller than one-half inch. A certain level of spots or blemishes is inherent in the manufacturing process and do not affect the structural integrity of the material.

In order to receive warranty service for your Della Terra Quartz surface:

Customer will contact either the fabricator/installer, the company you purchased the Materials from, or Arizona Tile directly within thirty (30) days of the failure of Materials. You can contact Arizona Tile's warranty service department at: 1-877-AZT-STONE or by email at: [warranty@arizonatile.com](mailto:warranty@arizonatile.com). Arizona Tile must be able to validate the date of installation of the Materials, in order to verify it is within the warranty period.

You 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.

In the event that the Materials fail due to a manufacturing defect, 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. Additional modifications which may be required after repair or replacement such as plumbing, electrical, tile, cabinets, flooring, are not covered under this warranty.

### **Disclaimer:**

**Arizona Tile makes no warranty, express or implied, as to the fitness or merchantability of the Materials for any particular use or purpose other than as set forth expressly herein. Arizona Tile shall not be liable for any special, indirect, incidental or consequential damages, losses or expenses arising either directly or indirectly from the failure of the Materials. 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. This Warranty gives the Purchaser specific legal rights, but the Purchaser may also have other rights which vary from state to state.**