

*Residential 15-year Limited Warranty***Terms and Conditions:**

Arizona Tile will warranty from the original date of installation Della Terra™ Quartz material in a single family residence that fails due to any factory manufacturing defect for a period of fifteen (15) years. This Warranty applies only to material properly fabricated according to this *fabrication manual* and installed by a licensed or qualified fabricator/installer. This Warranty is available to the original owner of a single family residence in which Della Terra Quartz has been installed and is not transferable. 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 by homeowner in accordance with Della Terra *Care & Maintenance Guidelines*. This warranty is subject to the exclusions below.

The following are not covered by the Warranty:

- Della Terra Quartz materials installed in any residence where the owner is not the occupant.
- Della Terra Quartz materials that have not been paid in full.
- Della Terra Quartz materials that have been moved from its original installation location.
- Defects caused by the failure to maintain the Della Terra Quartz materials according to the Della Terra Quartz Care & Maintenance Guidelines, available at www.arizonatile.com. These Guidelines are incorporated into this Warranty.
- Defects caused during the installation or during the fabrication of Della Terra Quartz.
- Seam appearance or seam performance, understanding that seams are always visible. Additionally, natural variations in tone, color, shade and particle structure can be more obvious at seams.
- Defects in the adhesives, caulk or other accessory items.
- Damage caused by improper use or care of the Della Quartz Materials including, but not limited to:
 - Subjecting the Della Terra Quartz 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 Della Terra Quartz;
 - Subjecting Della Terra Quartz to caustic or abrasive chemicals;
 - Subjecting Della Terra Quartz to extremes of temperature;
 - Scratching of the surface of Della Terra Quartz that occurs 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 your Della Terra Quartz countertop as described in the Della Terra Quartz Care & Maintenance Guidelines.
- Damage to Della Terra Quartz that occurs during its shipping or transportation:
- Accidents, neglect, abuse, negligence, mishandling or alteration of Della Terra Quartz or damage caused by acts of God or vandalism;
- Any outdoor installation of Della Terra Quartz;
- Any installation of Della Terra Quartz in and around fireplaces;
- Any commercial use of Della Terra Quartz, including without limitation, use in rental properties, hotels, stores, restaurants, offices or any other place of business;
- Any flooring application of Della Terra Quartz;
- Any 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 and again prior to installation.

Residential 15-year Limited Warranty

- 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.
- 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 your fabricator/installer, the company you purchased your Della Terra Quartz surface from, or Arizona Tile directly within thirty (30) days of the failure of Della Terra Quartz materials. You can contact Arizona Tile's warranty service department at: 1-877-AZT-STONE or by email at: warranty@arizonatile.com. Arizona Tile must be able to validate the date of installation of your Della Terra Quartz surface 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 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 Della Terra Quartz surfacing 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 is not liable for real or perceived differences between samples/photographs and the purchased product, nor are those differences covered by this warranty.

Arizona Tile makes no warranty, express or implied, as to the fitness or merchantability of Della Terra Quartz 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 Della Terra Quartz. 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 depending on the state in which the Purchaser lives.