

# CORIAN® SOLID SURFACE 10-YEAR LIMITED COMMERCIAL WARRANTY

This limited warranty is granted by DuPont de Nemours International Sàrl, a Swiss company registered under number CHE-105.923.450 (hereinafter called "DuPont") and applies to Corian® Solid Surface products used in **commercial interior applications only**.

# **WARRANTY COVERAGE**

1. This limited warranty applies exclusively to the original owner of a permanent interior installation made with Corian® Solid Surface that has been fabricated and installed by a Corian® Design Quality Network Partner Fabricator in Europe, the Middle East or Africa, has remained at its original place of installation, and is used in a commercial application. This warranty is only for interior worktops and decorative vertical applications made with Corian® Solid Surface; it does not apply to uses of Corian® Solid Surface for applications such as, but not limited to, saunas, steam rooms, baths, custom-made sinks, shower trays or vanities, flooring, or any outdoor uses.

If the installation fails due to a manufacturing defect of the Corian® Solid Surface original product used to make the installation (as determined by an authorized warranty service agent) during the first ten (10) years after purchase of the installation, DuPont, at its option, will repair or replace it in accordance with the conditions of this warranty. This is a product only warranty, not a fabrication and/or installation warranty.

#### WARRANTY EXCLUSIONS

- 2. This warranty does NOT cover:
  - A. Installations not fabricated and installed by a Corian® Design Quality Network Partner Fabricator.
  - B. Any damage(s) caused by improper or inadequate commercial use, care or maintenance; and
  - C. Any material modification or misuse of Corian® Solid Surface, e.g. non-use of cutting boards; and
  - D. Installation and/or operation outside Corian® Solid Surface's interior environment specifications, i.e. any outdoor installation and/or use; and
  - E. Physical, chemical or mechanical abuse, i.e. any use of the installation that is unreasonable considering the normal and expected uses of such installation in a residence, and includes, but it not limited to, damage from vandalism, use of improper cleaning solutions, leaving substances, such as bleach or drain cleaner on the product without prompt cleaning, the dropping of heavy objects on the countertop or in the sink, or product which has not been maintained in accordance with the Routine Care of Corian® Solid Surface document available on <a href="https://www.corian.uk/IMG/pdf/corian">https://www.corian.uk/IMG/pdf/corian</a> solid surface routine care.pdf and
  - F. Damage from exposure to excessive heat, i.e. exposure to heat of such a degree that white marks, white rings or cracks appear on the product. Cracking around a hob or hot tray may appear by permitting cookware that is on or partially on heating elements to overhang the countertop or other heat source to cause excessive heat on the countertop or from using high temperatures for excessively lengthy period of time. Common sense should be exercised by using trivets when putting hot objects directly from a heat source onto the product or when exposing the product to heat; and

- G. Installations not made in accordance with the installation procedure in force at the time of installation or improper installation site preparation or maintenance; and
- H. Custom-made shapes, including those thermoformed, such as shower trays, baths, sinks and bowls, made with Corian® Solid Surface and resulting from an additional production process on a Corian® Solid Surface sheet/shape as produced by DuPont; and
- I. Faulty or incorrect fabrication or installation or issues resulting therefrom, such as but not limited to joint failure, insufficient structural support and incorrect expansion gaps; and
- J. Damage arising from structural support or movement; and
- K. Damage caused in whole or in part by architectural and engineering design; and
- L. Variations in colour and/or pattern on repairs or replacement performed under this warranty. Customers are advised to retain a piece of the Corian® Solid Surface used for their installation, in case this is required for any repair work. As with most materials, variations in colour and design can occur between production batches. If customer material is not available for repair or replacement work, DuPont cannot guarantee an exact color match with pre-existing material, and such colour-match remedial issues will not be covered under the warranty; and
- M. Damage caused by an Act of God (such as weather effects or fire); and
- N. Installations which have been moved from their original place of installation; and
- O. Installations which were showroom models; and
- P. Any use or maintenance of Corian® Solid Surface not in accordance with the use and care instructions in the Routine Care of Corian® Solid Surface document available on <a href="https://www.corian.uk/IMG/pdf/corian\_solid\_surface\_routine\_care.pdf">https://www.corian.uk/IMG/pdf/corian\_solid\_surface\_routine\_care.pdf</a> and
- Q. Scratches and ordinary wear & tear.

#### REPAIR OR REPLACE; WARRANTY SERVICE

- 3. When a claim is valid under this warranty, DuPont will provide a replacement product. It may be determined, solely at the discretion of DuPont or its appointed representative, that a repair will be performed instead of providing a replacement product. It is understood that DuPont has no obligation whatsoever to perform such repair, but may, at its option, elect to do so. In such event DuPont or its appointed representative will perform the necessary repair, including cost of labour in the actual performance of the repair of the product. Any other costs associated with or arising from the repair will be the responsibility of the owner.
- 4. If any repair or replacement of your Corian Solid Surface installation is made under this warranty, this warranty will continue from the original date of purchase of the installation.
- 5. To request service under this warranty, please contact directly the source from which you purchased your Corian® Solid Surface promptly following discovery of alleged defect. Proof of purchase in the form of an invoice clearly showing the date of purchase and showing that the installation was performed by a Corian® Design Quality Network Partner Fabricator needs to be submitted with the claim (no installation invoice will mean no coverage), in order to qualify for repair or replacement under this warranty.
- 7. Prior to any replacement or repair of Corian® Solid Surface, DuPont reserves the right to inspect, or have its duly appointed representative inspect, the alleged defective Corian® Solid Surface product and structure into which it was installed or request you to perform such inspections and/or tests and forward the results thereof to DuPont or its duly appointed representative.
- 8. Any replacement or repair of Corian® Solid Surface needs to be first authorized in writing by DuPont or its duly appointed representative and is only to be executed by a duly authorized Corian® Quality Network Partner Fabricator or Corian® Quality Network Partner Service Centre. You shall reasonably cooperate with DuPont or its representatives in their efforts to perform their obligations under this warranty.

# OTHER TERMS AND CONDITIONS

# 9. Non-transferable warranty

This limited warranty extends only to the original owner of the installation made with Corian® Solid Surface and it is not transferable to the next owner or purchaser of installation or structure into which the product was installed.

#### 10. Limitations of warranty

The foregoing is the only warranty made by DuPont for Corian® Solid Surface. Neither DuPont nor any of its third-party suppliers makes any other warranty of any kind, whether express or implied, with respect to Corian® Solid Surface. DuPont and its third-party suppliers specifically disclaim any implied warranties of merchantability or fitness for a particular purpose except as expressly stated herein. 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 Corian® Solid Surface.

#### 11. Limitations of liability

Except for the obligations specifically set forth in this warranty, in no event shall DuPont be liable for any direct, indirect, special, incidental, consequential damages or for any loss of profits, savings or revenues, business interruption or loss of use arising out of or in connection with the sale, use or inability to use Corian® Solid Surface, whether based on contract, tort, or any other legal theory and whether advised of the possibility of such damages.

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.

## 12. Governing law and jurisdiction

This warranty is governed by Swiss law, excluding its conflict of laws rules and the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980. The courts of the canton of Geneva, Switzerland shall have exclusive jurisdiction over any dispute arising out of or in connection with this warranty, including any question regarding its interpretation or its application.

13. For more information about this warranty, please contact DuPont by writing to:

Du Pont de Nemours (Belgium) BVBA Corian® Design Warranty Centre

Antoon Spinoystraat 6
B-2800 Mechelen, Belgium
e-mail: corian-warranty.emea@dupont.com