

Limited Warranty (continued)

Limitation of Liability

NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, WHETHER AS TO QUALITY OR AMOUNT OF PRODUCTS DELIVERED OR FOR NON-DELIVERY OF PRODUCTS, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL FORMICA CORPORATION BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR COVER, OR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS, SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO. BUYER SHALL INSPECT FOR NONCONFORMITY PROMPTLY UPON RECEIPT. FAILURE BY BUYER TO GIVE FORMICA CORPORATION WRITTEN NOTICE OF CLAIM WITHIN 30 DAYS FROM DATE OF DELIVERY OR, IN THE CASE OF NON-DELIVERY FROM THE DATE FIXED FOR DELIVERY, SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH WILL VARY FROM STATE TO STATE OR, IN CANADA, FROM PROVINCE TO PROVINCE. FEDERAL LAW DOES NOT PERMIT THE DISCLAIMER OR MODIFICATION OF IMPLIED WARRANTIES ARISING UNDER APPLICABLE STATE LAW FOR CONSUMER PRODUCTS. HOWEVER, ANY OF SUCH IMPLIED WARRANTIES SHALL EXPIRE AT THE EARLIER OF THE EXPIRATION OF THE STATED WARRANTY OR THE EXPIRATION OF THE PERIOD FOR THE IMPLIED WARRANTY REQUIRED UNDER STATE LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Any information or suggestions concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and without any representation as to accuracy or suitability. The user must verify and test the suitability of any information or products for his or her particular purpose or specific application.



Formica Solid Surfacing Warranty Contact Information

Any question about this warranty should be addressed to:

Formica Corporation
10155 Reading Road
Cincinnati, Ohio 45241-4805
Attn: Formica Solid Surfacing Warranty Department
Phone: 1-800-FORMICA™
www.formica.com



For more information about Formica® Solid Surfacing or other Formica® Brand Products, call 1-800-FORMICA™ or visit our website at www.formica.com.

Trademark Information

Formica® is a sublicense trademark to Formica Corporation. Formica® and the Formica Anvil logo are registered trademarks of The Diller Corporation. 1-800-FORMICA™, Formica® Solid Surfacing, Formica® Solid Elements™, Formica® Basic Elements™, Formica® Traditions™, Formica™ Classics and Formica® Signatures™ are trademarks of The Diller Corporation. Scotch-Brite® is a registered trademark of 3M Corporation. Manufacture of this product is covered by one or both U.S. Patent numbers 4,473,673 and 4,652,596.

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THE GREENGUARD INDOOR AIR QUALITY CERTIFIED MARK is a certification mark used under license through the Greenguard Environmental Institute.™

Formica Corporation is an official member of the U.S. Green Building Council.

The background of the advertisement is a photograph of a wooden cutting board on a dark countertop. The cutting board contains fresh green leafy vegetables and several white mushrooms. The text 'Formica® Solid Surfacing' is overlaid on the right side of the image in a large, white, sans-serif font.

Formica® Solid Surfacing



Use and Care Guide
and Warranty

Technical Information

Consult the Formica Solid Surfacing Fabrication Guide for detailed fabrication instructions for specific applications. Visit our website at www.formica.com to obtain the fabrication guide and the most current technical documents. Further assistance regarding specific applications is also available through Formica Technical Services 1-800-FORMICA™.

Installation

Formica Solid Surfacing products are intended for installation by professional fabricators. Your Formica Solid Surfacing distributor or representative can provide names of fabricators in your area. The Formica Solid Surfacing Fabrication Guide (available from your dealer, distributor or www.formica.com) provides detailed instructions for the fabrication of sheets and sinks/bowls. Design and fabrication of Formica® Designer Series differs from traditional solid surfacing. In order to enhance the look of your designs, consult the Formica Solid Surfacing Fabrication Guide prior to specification or fabrication.

Maintenance

Formica Solid Surfacing sheets and sinks/bowls may be cleaned with a damp cloth and ordinary soap, household liquid detergent, household chlorine bleach, or (for matte finish) a powdered cleanser. Strong acid or alkaline drain cleaners and oven cleaners will damage the surface.

Stubborn stains or unusual damage can be repaired with Scotch Brite® pad #7448 or 320-360 grit sandpaper. Severe damage can often be repaired by sanding with 120 grit sandpaper and then following with 220 grit paper. For matte finish, follow sanding with a Scotch Brite® pad #7447 (or equivalent) to match gloss level of sanded area to the surrounding area. Plastic or counter cleaner polishes will enhance the appearance.

Simple Precautions

HEAT: Do not place high temperature objects (e.g. teapot) or heat-generating appliances directly on the Formica Solid Surfacing product. Hot cookware and heat generating appliances can damage the countertop surface. The use of a trivet or other insulating pad is recommended.

CUTTING: Avoid cutting on your Formica Solid Surfacing top. Under excessive or abusive usage conditions, Formica Solid Surfacing will show cut marks. The use of a cutting board is recommended.

STAINS: While Formica Solid Surfacing is resistant to most common household chemicals, some strong acid or alkaline cleaners and cleansers can mar or permanently discolor Formica Solid Surfacing if allowed to remain on the surface for an extended period. Accidental spills or splatters from harsh materials should be wiped off immediately and then rinsed with water. Potentially harmful compositions include: toilet bowl cleaners, drain cleaners, rust removers, contact adhesive solvent, ceramic cooktop cleaners, oven cleaners, paint or varnish removers, lacquer thinners, metal cleaners, and products containing acetone.

Technical Service and Assistance

Technical assistance may be obtained through the local Formica Solid Surfacing distributor or from Formica Corporation trained representatives in sales offices throughout the country. Supporting information provided through our network of distributors includes a range of technical literature and a comprehensive fabrication guide. To assist these representatives, the company maintains a sales technical services staff in Cincinnati, Ohio. For technical assistance, contact your distributor, sales representative, write the company directly, or call 1-800-FORMICA™, fax 513-786-3195. In Canada, call 513-786-3578. In Mexico, call 525-530-3135.

Formica Solid Surfacing 10-Year Limited Warranty

Formica Corporation warrants to the original end-use purchaser that Formica Corporation will, at its option, repair or replace without charge, or refund the cost of Formica Solid Surfacing, if the product fails solely due to a manufacturing defect within ten (10) years of the date of initial installation, subject to the exclusions set forth below. Repair or replacement during this 10-year period shall include reasonable labor charges needed to repair or replace the defective product, but shall not include the costs associated with removal, repair or replacement of fixtures, hardware or decorative treatments (such as floor, wall or ceiling treatments). During the entire 10-year warranty period, Formica Corporation's obligation as to repair or replacement shall further be limited to replacement or repair with colors and styles of products that are available at the time of replacement or repair. You may obtain coverage under this warranty by providing to Formica Corporation proof from the installer of the date of initial installation when you seek service. For service under this warranty, you must notify the dealer from whom you purchased the product or Formica Corporation in writing at the address on back of this brochure, providing your name and address, a description of the product involved and the nature of the defect. This warranty is transferable within the 10-year period only when the new owner submits to Formica Corporation (see address on back of this brochure) proof of the original date of installation. Transfer of the warranty entitles the new owner to coverage for the remainder of the 10-year warranty period. Formica Solid Surfacing products must be stored, handled, installed, used and maintained in accordance with instructions provided by Formica Corporation. Copies of the Fabrication Guide and the Use & Care Guide for Formica Solid Surfacing are available from your dealer or from Formica Corporation at the address listed on back of this brochure. You may also obtain these items by contacting Formica Corporation at 1-800-FORMICA or via Formica Corporation's website at www.formica.com.

Warranty Exclusions

This warranty does not cover:

1. Conditions such as stains, scratches, water spots and burns.
2. Failure or dissatisfaction with joints or seams or of any adhesive, caulk or other accessory items.
3. Failure due to non-compliance with Formica Corporation's Fabrication Guide or Use & Care Guide for Formica Solid Surfacing. Such failures include, but are not limited to, failures due to exposure to physical abuse (e.g., standing on countertops, impact by kitchen utensils), chemical abuse (e.g., harsh cleansers and solvents), thermal abuse (e.g., excessive heat from appliances) or misuse. Failures caused by fabrication techniques that do not conform to the approved techniques in the Fabrication Guide are the sole responsibility of the original fabricator/installer.
4. Use for purposes other than normal interior use.
5. Any products moved from their original place of installation and/or solid surfacing items not permanently attached to a substrate in a stationary position (e.g., table leaves, trivets, hinged covers).
6. Failures caused by settling of cabinets or substructure support, or failures caused by acts of nature.
7. Products installed with a known or visible manufacturing defect at the time of or prior to installation.
8. Color variations due to production run differences.
9. The condition of Formica Solid Surfacing while being thermoformed or such material which is unsuccessfully thermoformed.

Disclaimer of Warranties

THE WARRANTIES SET FORTH HEREIN OR IN FORMICA CORPORATION'S WARRANTY DOCUMENTS WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY FORMICA CORPORATION IN CONNECTION WITH THESE PRODUCTS, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY FORMICA CORPORATION ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY FORMICA CORPORATION IN WRITING. FORMICA CORPORATION'S SOLE OBLIGATION FOR A REMEDY TO BUYER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS AS DESCRIBED HEREIN, OR AT THE OPTION OF FORMICA CORPORATION, RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.