

FORMICA® SOLID SURFACING—10-Year Limited Warranty.

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 below, 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 below) 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 below. You may also obtain these items by contacting Formica Corporation at 1-800-FORMICA™ or via Formica Corporation's website at www.FORMICA.com.

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.

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.

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

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