

General Terms and Conditions for One Quartz Surfaces® Warranties

One Quartz carries the specific warranties listed above. In addition to the requirements specified above, the following general terms and conditions also apply. If you have questions regarding this Warranty, please contact Dal-Tile.

1. This Warranty applies only to the original purchaser and the first installation of the product and may not be transferred, except as provided below. The "original purchaser" is the person or builder who is stated as the buyer on the purchase document(s) and owns the private residence. The "builder" is a person or entity who constructs or renovates private residences with the purpose of selling the private residence to a residential owner. This Warranty applies only to 1L quality One Quartz purchases made after the edition date of these Warranty conditions for the designated time period when the product is installed in a private residence and according to Dal-Tile's recommended installation instructions.
2. In the event of an original purchaser who is a person and owns the private residence at the time of purchase and installation of One Quartz, the original purchaser may transfer this Warranty to another person who buys such private residence from the original purchaser, provided that: (1) the sale of the private residence occurs after a valid original warranty registration, (2) the original purchaser is in compliance with the conditions of this Warranty at the time of the transfer, and (3) the new owner notifies Dal-Tile of the transfer of this Warranty from the original purchaser by re-registering this Warranty within sixty (60) days of the date of transfer of ownership. Failure to meet any of these conditions will relieve Dal-Tile of any further obligation to the next owner(s) under the terms of this Warranty. This Warranty will be limited in duration and scope and last for only as long as the subsequent owner owns such private residence and apply only to such subsequent owner, provided all the above conditions of transfer are met. Notwithstanding the foregoing, the duration of this Warranty shall not exceed the twenty-fifth (25th) anniversary of the date of transfer of the original Warranty. In the event of a builder who installs One Quartz in a private residence, the builder may transfer this Warranty to another person who buys such private residence from the builder, and such person will be treated as if he or she were the original purchaser.
3. This product Warranty only applies to manufacturing defects inherent to the material supplied. Defect is defined as a shortfall in the product to perform to Dal-Tile specifications as disclosed in product literature, within industry allowable tolerances as set forth in standard, national industry protocols. Dal-Tile will repair or replace the product, at its discretion. When replacement of the product is made, only new products from the current product range at the time the complaint is upheld will be supplied. Dal-Tile reserves the right to discontinue or modify any of its products and shall not be liable if replacement material varies in color intensity, hue, or shade in comparison to the original product. There will be no other form of compensation. Responsibility under this Warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the product. Dal-Tile will not cover labor costs to replace or reinstall the One Quartz slabs. Dal-Tile can never be held liable and is not responsible for any secondary damages, incidental damages or consequential damages.
4. This Warranty does not cover damage to the product caused by installation or fabrication errors. The product must be installed following the appropriate installation instructions using approved accessories, if applicable. Installation and Fabrication defects are not covered by this Warranty.
5. All warranty claims must be reported immediately. Failure to report any Warranty claim within thirty (30) days of defect discovery will void this Warranty. All products must be inspected prior to installation. Installation of products with visual defects or nonconformities apparent prior to installation voids this Warranty.
6. Dal-Tile does not recommend its products for use on ceilings or roofs, unless specifically disclosed as being suitable for ceilings or roofs in product literature. Local building codes may dictate minimum performance specifications. Dal-Tile does not warrant product installations that violate building codes.



7. Failure to comply with recommended applications voids this warranty. Appropriate residential applications include: kitchen countertops, islands, table tops, bathroom vanities, tub and shower surrounds. Outdoor applications are not covered under this Warranty. Warranty only covers polished finishes. Please note that due to greater exposed surface area, the textured finishes will require more daily maintenance than a polish finish. Thus, no finish (except for "Polish" finish) is covered in our warranty. This Warranty does not cover the altering of any factory applied finish.
8. This Warranty does not cover the installation of sinks nor securing mechanical fasteners directly into the material.
9. Proof of compliance with the installation and maintenance instructions recommended by Dal-Tile must be provided if a claim is filed. If installation is not performed by the end user, at least one copy of the installation and maintenance instructions and this Warranty must be provided to the end user by the installer.
10. Dal-Tile will not be liable for, and this Warranty does not apply in the event of: any failure, defect, or damage (including but not limited to crumbling, chipping, cracking, breakup or change of color) resulting from or connected with misuse, abuse, neglect, or improper handling or storage. Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty.
11. This Warranty does not cover scratches. Proper care, such as using cutting boards, must be exercised as part of your care and maintenance.
12. Color, hue or shade differences resulting from material added to an existing installation at a later date and non-warranty repairs are excluded from coverage.
13. Photographic color images may not be an exact product match. Product samples are representative only and may not be an exact match to supplied materials due to variations in batch manufacturing or naturally occurring stone. Supplied materials may have slight differences in color, shade, and/or surface appearance.
14. Under no circumstances will Dal-Tile be responsible for any loss of time, inconvenience, expenses, costs or other consequential damages caused by or resulting directly or indirectly from a problem about which a claim was made.
15. Any services provided as part of this Warranty do not extend the original warranty period.
16. This express limited product Warranty excludes all labor costs. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.
17. No person has authority to make representations other than those in this writing. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Dal-Tile immediately (1-800-933-TILE).



LEGAL NOTICE:

WARNING – Slabs and installation products contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, obtain an MSDS at DalTile.com or contact DalTile at 800.933.TILE.

To Make A Claim:

1. The original purchaser must notify a Dal-Tile Sales Service Center or an authorized representative in writing within 30 days of the discovery of any defect.
2. After notification, Dal-Tile or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Dal-Tile or an authorized representative.
3. Upon determination that the product defect claim is valid, Dal-Tile will notify the purchaser in writing. Dal-Tile reserves the right to repair or replace the originally-purchased product, at its sole discretion.

One Quartz Surfaces® is manufactured and distributed by
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