MINERAL SURFACES - RESIDENTIAL LIFETIME WARRANTY

Dal-Tile warrants Daltile Mineral Surfaces to be free from manufacturing defects from the date of installation when fabricated and permanently installed in a private single-family residence by an authorized Dal-Tile fabricator.
This Residential Lifetime Warranty is limited to the original purchaser of the Daltile Mineral Surfaces installation. In a newly constructed single-family residence where Daltile Mineral Surfaces has been installed, the warranty is available to the original owner and resident and is non-transferable.

All decisions regarding this warranty are at the sole discretion of Dal-Tile. No representative, dealer, salesperson, distributor, fabricator or other persons are authorized to make any warranty or promises on behalf of Dal-Tile with respect to Daltile Mineral Surface products. If it is determined by Dal-Tile that Daltile Mineral Surfaces materials failed due to a manufacturing defect, Dal-Tile will, at its sole discretion, repair or replace such materials. The decision to repair or replace is at Dal-Tile's sole discretion. If Dal-Tile decides to replace the Daltile Mineral Surfaces product, it will be replaced with product that is the same color and thickness as the product purchased by the customer, but an exact color match is not guaranteed. If the Daltile Mineral Surfaces product purchased by the customer is discontinued, it will be replaced by a product of similar characteristics.

TERMS AND CONDITIONS

- This warranty applies only to Daltile Mineral Surfaces materials that have been permanently installed in the interior of a single-family residence and have not been moved from their original installation.
- This warranty applies only to materials that have been maintained according to the Daltile Mineral Surfaces Care & Use Guidelines.

HOW TO FILE A WARRANTY CLAIM

- To obtain service under this warranty, you must permit Dal-Tile or its authorized agents, fabricators, or installers to inspect the Daltile Mineral Surfaces product at your residence, providing Dal-Tile and its agents with reasonable cooperation in their efforts to service this Lifetime Warranty.
- To request service under this warranty, you must contact Dal-Tile directly at ctopwarranty.concierge@daltile.com. You will need to submit your proof of purchase, describe specific issue(s), submit close-up and full-view pictures of the product or project showing the alleged issue(s).

WHAT IS NOT COVERED UNDER THIS WARRANTY?

- Product that you, the customer, decide that you do not like after installation due to color, pattern, layout, edge styles, or other opinions based on personal preference.

- Any residence where the owner is not the occupant.
- Materials and/or services that have not been paid for in full.
- Product that has been moved from its original installation.
- Use in any commercial application. Commercial use includes, but is not limited to, use in retail stores, restaurants, rental properties, hotels, apartment complexes, offices or any other place of business.
- Product installed in any outdoor application.
- Product used as flooring material.
- Improper use or abuse, including but not limited to, damage from mishandling of the product, damage from excessive heat, damage from uneven exposure to weather conditions, exposure to ultraviolet light, physical or chemical abuse, damage from improper care and maintenance.
- Chips at edges or other areas caused by impact.
- Scratches. Daltile Mineral Surfaces is highly scratch-resistant but is not scratchproof. Proper care must be exercised including the use of a cutting board as part of your routine care and maintenance.
- Routine maintenance, including but not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Daltile Mineral Surfaces Care & Use Guidelines.
- Seam appearance and performance, adhesives, caulk or other accessory items.
- Cracks. Cracks in the final product are not considered an indication of defective material. Once the product is installed, the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets or foundation, and thermal shock. Thermal shock can occur when a hot pan, dish, crock pot, air fryer, or other heat source is left on the countertop for more than a brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.
- Dark-colored surfaces may naturally exhibit normal wear and tear more visibly than lighter colors, including fingerprints, surface marks, and minor scratches. These characteristics are considered inherent to the product's appearance and are not covered under warranty.
- Chemical damage.
- Creative use of the material such as thermal bending or curving.
- Material that has been reduced in thickness.
- Securing mechanical fasteners directly into the material.
- Natural variations in the color, size, shape and distribution of the pattern of the natural Mineral Surfaces or the natural variations in background tone. These are inherent characteristics of the product.
- Differences between samples or photographs of the Daltile Mineral Surfaces product and the actual product installed. Color samples provided to customers are representative and not an exact replica of what will be installed in your home.
- Gloss level variances in the material derived from natural changes over time occurring in the different components of the Daltile Mineral Surfaces product.

- Spots or blemishes on monochromatic colors smaller than a U.S. ten (10) cent coin or on multi-colored materials smaller than a U.S. Quarter (25) cent coin. A certain level of spots or blemishes are inherent in the manufacturing process and do not affect Daltile's Mineral Surfaces structural integrity or performance.
- Temporary marks, such as metal marks, fingerprints, or other signs of daily living.
- Labor to fabricate and install your Daltile Mineral Surfaces product. Fabrication and installation are covered under the 1-year labor warranty provided by the fabricator. Fabrication and installation labor includes, but is not limited to, edges, sink cutout and installation, seams, overhang size and support, corner radiuses, faucet cutout, and cooktop cutout.
- Any other cost incurred, including but not limited to, painting, plumbing, electrical, tile, cabinets, or flooring that may be necessary to repair or replace the Daltile Mineral Surfaces product covered under this warranty.
- Daltile Mineral Surfaces materials contain important product information on the back of each slab. Removing this product information will void the warranty.

The dealer and/or Dal-Tile are not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural/engineering design, structural movement, or acts of vandalism or accidents.

The dealer and/or Dal-Tile shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

The foregoing is the complete warranty for Daltile Mineral Surfaces and supersedes all other warranties and representations, whether oral or written. Except as expressly set forth above, no other warranties are made with respect to Daltile Mineral Surfaces surfacing. The dealer and/or Dal-Tile expressly disclaims all warranties not stated herein, including, to the extent permitted by applicable law, any warranty that may exist under national, state, provincial or local law including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.