

## **ForWard Solid Surface**

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# FORWARD SOLID SURFACE COMMERCIAL WARRANTY

### COMMERCIAL 25 YEAR TRANSFERABLE WARRANTY

ForWard Solid Surface expressly warrants that it will repair or replace this product, free of charge, if it fails in a commercial project or commercial application due to a manufacturing defect during the first 25 years from the date of purchase. Manufacturing defect applies to defects arising from the manufacturing of ForWard Solid Surfce sheet products. This is a product only warranty, not a fabrication and/or installation warranty.

ForWard Solid Surface makes no express or implied warranty, including, without limitation, the warranties of the seller, use for a particular application or any course of dealing or trade ForWard Solid Surface regarding ForWard Solid Surface products. This warranty does not cover color reselect should you decide, during or after installation that you prefer a different color other than what you or your designee selected.

If it is determined by ForWard Solid Surface, or its authorized warranty service agent, that a manufacturing defect in the material exists within the twenty-five year period, ForWard Solid Surface will, at its sole option, repair or replace the defective ForWard Solid Surface materials in accordance with the following warranty provisions and exclusions. In such an event where ForWard Solid Surface chooses to repair the product versus replace it, ForWard Solid Surface will cover the cost of labor in the actual performance of the repair of product. Any other costs as a result of the repair will be the responsibility of the owner. ForWard Solid Surface shall have no liability for any other loss, damage or expense caused by the repair or replacement of material.

This warranty applies to ForWard Solid Surface products installed after January 1, 2016.

## **Terms and Conditions**

- The 25 year limited warranty applies to ForWard Solid Surface materials only.
- The 25 year limited warranty applies to ForWard Solid Surface materials that have been fabricated and installed in accordance with the Fabrication Guide Book for transporttion, storage, handling, fabrication, and installation. Improper fabrication or installation is the responsibility of the fabricator/installer.
- This warranty applies to ForWard Solid Surface materials that have been properly maintained in accordance with the Care & Maintenance Guidelines.
- This warranty applies to ForWard Solid Surface materials that have been permanently installed and have not been moved from the original location.

#### **Exclusions**

This warranty shall not apply to:

- Products and/or materials that have not been paid in full.
- Products exposed to the outdoors, weather effects and fire.
- Products made by other suppliers or manufacturers.
- Issues or occurrences that are inherent characteristics of ForWard Solid Surface, regardless of whether viewed as a
  defect by the purchaser.

- Damage caused by faulty or improper fabrication and installation, including but not limited to, seams, seam performace, and caulking.
- · Appearance of edges.
- Conditions caused by normal wear and tear (i.e. appearance of finish, surface scratches).
- Damage caused by any instability or improper support occurring in the property in which the product has been installed, including but not limited to, shifting, settling, or movement of the substrate.
- Damage caused to any materials that have been moved, removed or relocated from its original place of installation.
- Damage caused by any form of abuse, accidents, or misuse, including but not limited to, scratches, burns, stains, or cracks.
- Damage or injury caused in whole or part by acts of God, job site conditions, climate, architectural or engineering design, structural movement, acts of vandalism, chemical burns or impact damage.
- Damage from use of improper cleaning solutions and leaving substances such as water, bleach, or drain cleaner on the product without prompt cleaning.
- Damage caused by exposure to heat, including but not limited to, white rings or marks, and cracking that occurs near
  a cook top that transmits heat through a cooking device that extends over or near the countertop for an extended
  period of time.
- · Damage or cracking caused by thermal shock.
- · Damage caused by a heat lamp or buffet top.
- Color variance or variations in color and/or pattern on repairs (exact matching of color on repair work performed in conjunction with this warranty is not guaranteed).

No other express or implied warranties or merchantability or fitness for a particular purpose are made by this warranty except for those expressly provided herein. Under no circumstances shall ForWard Solid Surface be liable for any loss or damage arising from the purchase, use or inability to use this product, or for any special, indirect, incidental or consequential damages.

This warranty is extended to the original purchaser and may be transferred or assigned. The owner must exercise reasonable diligence as it relates to the prompt reporting of the alleged manufacturing defect to a ForWard Solid Surface representative in writing. The original purchase receipt or other acceptable proof of purchase will be required before warranty service is rendered. If transferred, a new warranty registration must be submitted to ForWard Solid Surface by the owner, or at the email address on Page 1, with proof of the original purchase. The new warranty will be valid for the remaining time since the original purchase.

This is the only commercial product warranty made by ForWard Solid Surface for ForWard Solid Surface and no ForWard Solid Surface representative, dealer or other person has the authority to make other statements on behalf of ForWard Solid Surface. Only the terms and conditions stated in this commercial warranty statement are binding unless an authorized ForWard Solid Surface employee authorizes changes in writing.

This warranty entitles the purchaser to specific legal rights. Other rights may also be available, which may vary from state to state. Some states do not permit the exclusion or limitation of implied warranties or of incidental or consequential damages, so the above limitation or exclusion may not apply to you. To know what your legal rights are, consult your local or state consumer affairs office or your state's Attorney General.

To obtain service under this 25 year warranty, please contact the source from which your purchased your ForWard Solid Surface product. You must permit your Certified Installer or ForWard Solid Surface authorized agents to inspect your ForWard Solid Surface product, and you must reasonably cooperte with your installer and ForWard Solid Surface agents in the efforts to provide service in conjunction with this limited 25-year warranty.