

**ANTIMICROBIAL CUPRON ENHANCED EOS SURFACES™**  
PRODUCT WARRANTY



**EOS**  
PROTECTIVE SURFACE



## ANTIMICROBIAL CUPRON ENHANCED EOS SURFACES™ 10 year WARRANTY

Cupron and EOS warrants through the fabricator to the owners of installed Cupron Enhanced EOS Surfaces products for a period of ten (10) years from the date of installation that the Cupron Enhanced EOS Surfaces material will be free from manufacturing defects and that the products will perform to a public health standard as indicated in the EPA Registration and that the product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions of Use, subject to the inherent risks referred to above, when used in accordance with directions. This warranty does not extend to the use of the product contrary to label instructions and buyer and user assume the risk of any such use.

The Directions for Use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as manner of use or application or presence of other materials or other influencing factors in the use of this product which are beyond the control of Cupron, EOS, or seller. To the extent consistent with applicable law, all such risks shall be assumed by the buyer and user, and buyer and user agree to hold Cupron, EOS, and seller harmless for any claims relating to such factors.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, CUPRON AND EOS MAKE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

### ***What this Limited Warranty Covers***

- EOS' obligation under the 10 -year warranty covers only the provision of replacement material for the failed product.
- This limited warranty covers Cupron Enhanced EOS Surfaces that have been permanently installed in your facility.
- This limited warranty covers products that have been maintained according to the Cupron Enhanced EOS care and maintenance guide provided free of charge at the time of installation, or upon request, by the certified Cupron Enhanced EOS installer or by EOS.

### ***What this Limited Warranty DOES NOT Cover***

- This limited warranty does not cover thermal shock, chemical abuse or defects by fabrication, misuse or improper fabrication.
- This limited warranty does not cover any additional or supplemental repairs or modifications, such as tile or wall surface modifications, that may be necessary to repair or replace the Cupron Enhanced EOS product covered under this limited warranty; such other repairs and modification shall be the responsibility of the customer.
- This limited warranty does not cover products that have not been paid for in full.
- This limited warranty does not cover uses for products exposed to outside weather and climate conditions, abnormal use or conditions, or abuse in any way. "Abnormal use or conditions" includes, but is not limited to, damage from mishandling or misuse, damage from excessive heat or uneven exposure to weather conditions, exposure to ultraviolet light, physical or chemical abuse, and damage from improper care and maintenance.
- EOS is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, architectural and engineering design, structural movement, acts of vandalism or accidents.
- This limited warranty does not cover color variances, or seam appearances.

## Warranty Registration

To register for this limited warranty, you or the Cupron Enhanced EOS Authorized Installer must call or write EOS at the phone number or address below to obtain a registration form.

### ***To Obtain Service under This Warranty***

To obtain the best service under this limited warranty, contact the source from whom you purchased Cupron Enhanced EOS. For more information about this warranty, please contact EOS directly by writing or calling:

#### **EOS Surfaces**

P.O. Box 505  
Norfolk, VA 23501  
Attn: Warranty Department  
P: 800.719.3671

In order to obtain service under this limited warranty, you must permit your Cupron Enhanced EOS Authorized Installer or EOS Authorized Agent to inspect your Cupron Enhanced EOS product at your facility. Also, you must reasonably cooperate with your installer and EOS' Agents in the efforts to service this limited warranty.

Except as provided in this limited warranty, EOS shall not be liable in either tort or contract for any loss of direct, consequential, or incidental damages arising out of the use or inability to use this product in commercial applications covered by this warranty. Some states do not allow the exclusion or limitation of incidental damages so the above limitation or exclusion may not apply to you. EOS makes no other warranty, representation or guarantee, expressed or implied, with respect to its products, except as expressly stated here in. Some states do not allow limitation in how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state or, in Canada, from province to province.