

## EOS<sup>CU</sup> | 10 YEAR LIMITED WARRANTY

### Solid Surface Material

EOS Surfaces LLC warrants through the certified fabricator to the owners of installed EOS<sup>CU</sup> Preventive|Biocidal Surface™ products for a period of ten (10) years from the date of installation that the solid surface material will be free from manufacturing defects and that the product conforms to the chemical description on the label. The surface 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 EOS Surfaces or their authorized resellers. 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 EOS Surfaces and their authorized resellers harmless for any claims relating to such factors.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, EOS SURFACES 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 Surfaces' obligation under the 10 year warranty covers only the provision of replacement material for the defective material. It may be determined, solely at the discretion of EOS Surfaces or its authorized agent, that a repair will be performed instead of replacement product.
- This limited warranty covers EOS<sup>CU</sup> Preventive|Biocidal Solid Surfaces that have been permanently installed in your facility or permanently affixed to furnishings by an EOS<sup>CU</sup> certified fabricator.
- This limited warranty covers products that have been maintained according to the EOS<sup>CU</sup> care and maintenance guide provided free of charge at the time of installation and online at <http://eoscu.com/architects-designers/>.

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

- This limited warranty does not cover damage caused by mishandling, misuse, damage from excessive heat, cold or exposure to weather conditions or ultraviolet light, physical or chemical abuse, acts of nature or improper fabrication. "Physical, chemical or other abuse" includes any use of the product that is unreasonable considering the normal and expected uses of such products, and includes, but is not limited to, damage from use of not recommended cleaning solutions, allowing substances to pool on the product without prompt cleaning, the dropping of heavy objects on surfaces or in sinks, excessive weight on the surface, or product which has not been maintained in accordance with the EOS<sup>CU</sup> Care and Use Guide. "Excessive heat or cold" means exposure to extreme hot or cold environments or producing devices of such a degree that white marks, white rings or cracks appear on the product.

- This limited warranty does not cover color variances, seam appearances or any other aesthetic characteristic associated with the art of fabrication. The ONLY acceptable finish is a mate finish using an Abralon 360 grit wet sanding.
- This limited warranty does not cover products that have not been paid for in full.
- This limited warranty does not cover any additional or supplemental repairs or modifications, such as cabinet, tile, wall surface modifications, plumbing or electrical that may be necessary to repair or replace the EOS<sup>CU</sup> product covered under this limited warranty; such other repairs and modification shall be the responsibility of the customer.
- EOS Surfaces 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.

### **Warranty Registration**

As an express condition to the effectiveness of this Limited Warranty, your EOS<sup>CU</sup> certified installer must complete the warranty registration online at <http://info.eoscu.com/eoscu-warranty-registration-form-part-1>. The registration must be completed within 30 days following the installation date. The above timely registration process is necessary for EOS Surfaces to properly assess, monitor and service its warranty obligations. To the fullest extent permitted by law, this Limited Warranty will be void and not become effective without a timely registration as provided above.

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

To obtain service under this limited warranty, please complete the EOS<sup>CU</sup> Warranty Service Form on the website at [http://info.eoscu.com/warranty\\_claim\\_form](http://info.eoscu.com/warranty_claim_form). In order to obtain service under this limited warranty, you must reasonably cooperate with your installer and EOS' Agents in the efforts to service this limited warranty.

### **Disclaimer**

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 Limited Warranty shall be interpreted exclusively under the laws of the Commonwealth of Virginia.

If EOS Surfaces performs or causes to be performed any repair work on its EOS<sup>CU</sup> product during the Warranty Period, said repair work is not an admission nor is it an agreement that said work is covered by this Limited Warranty.

PLEASE NOTE: Many of the non-warranty issues covered in this Limited Warranty can be fixed at the owner's expense by an EOS<sup>CU</sup> certified fabricator.