Montelli® Surfaces
10-Year Limited Product Warranty

This product warranty applies to Montelli® Surfaces sheets used to make installations for interior applications only and is granted by DuPont de Nemours International Sàrl, a Swiss company registered under number CHE-105.923.450 (hereinafter called "DuPont") to the initial purchaser of the Montelli® Surfaces sheets.

1. This product warranty is given only to the initial purchaser of the Montelli® Surfaces sheets procured from DuPont and applies only to the Montelli® Surfaces sheets used in interior applications in Europe, the Middle East or Africa.

2. Under this product warranty, DuPont warrants that the Montelli® Surfaces sheets will be free from manufacturing defects for a period of ten (10) years from the date of the initial purchase of the sheets.

3. This product warranty does NOT cover:
   A. Faulty or incorrect fabrication or installation or issues resulting therefrom, such as but not limited to joint failure, insufficient structural support and incorrect expansion gaps, improper site preparation or maintenance;
   B. Installation and/or operation outside Montelli® Surfaces interior environment specifications, i.e. any outdoor installation and/or use;
   C. Physical, chemical or mechanical abuse, i.e. any use of the product that is unreasonable considering the normal and expected uses of the product in an interior application, and includes, but is not limited to, damage from vandalism, use of improper cleaning solutions, leaving substances, such as bleach or drain cleaner on the product without prompt cleaning, the dropping of heavy objects on the installation made with Montelli® Surfaces, or storage, handling, appliance, use or maintenance of the product not in accordance with the Montelli® Surfaces Spec Data Sheet [and DuPont technical instructions]; and
   D. Damage from exposure to excessive heat (e.g. direct heat) due to non-use of hot pads or damage due to heat transmission (e.g. use of hobs, instant boiling water taps); and
   E. Damage arising from structural support or movement;
   F. Damage caused in whole or in part by architectural design;
   G. Variations in colour on replacement performed under this warranty. As with most materials, variations in colour can occur between production batches. If customer material is not available for replacement work, DuPont cannot guarantee an exact colour match with pre-existing material, and such colour-match remedial issues will not be covered under the warranty;
   H. Damage caused by an Act of God (such as weather effects or fire);
   I. Scratches and ordinary wear & tear.

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4. During the period stated above, if the purchased sheet shows signs of manufacturing defects (subject to all the limitations stated herein), DuPont will only and at its option either provide free replacement sheets or refund the original purchase price of the sheet invoiced by DuPont to the initial purchaser in accordance with the following timing coverage:
   - Year 1-3: 100 % replacement or refund 100% of purchase price
   - Year 4-6: refund of 75 % of purchase price
   - Year 7-9: refund of 50 % of purchase price
   - Year 10: refund of 25 % purchase price.

   DuPont's obligation under this warranty is limited solely to the above mentioned remedies, excluding any other costs arising out of or in connection with the defect, such as but not limited any costs associated with fabrication, installation or replacement.

5. To receive coverage under this warranty, a picture of the defect(s) and the sequence nr(s) or batch number(s) as well as proof of purchase in the form of a purchase invoice need to be submitted with the claim. (no proof – no coverage).

6. The warranty provided herein is the only warranty made by DuPont for Montelli® Surfaces products. Neither DuPont nor any of its third-party suppliers makes any other warranty of any kind, whether express or implied, with respect to Montelli® Surfaces sheets and products made with Montelli® Surfaces sheets. DuPont and its third-party suppliers specifically disclaim implied warranties of merchantability and fitness for a particular purpose except as expressly stated herein. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise on behalf of DuPont with respect to Montelli® Surfaces products.

7. Except for the obligations specifically set forth in this warranty, in no event shall DuPont be liable for any direct, indirect, special, incidental, or consequential damages, or for any loss of profits, loss of use, loss of production or business interruption whether based on contract, tort, or any other legal theory and whether advised of the possibility of such damages.

8. This product warranty is governed by Swiss law, excluding its conflict of laws rules and the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980. The courts of the canton of Geneva, Switzerland shall have exclusive jurisdiction over any dispute arising out or in connection with this warranty, including any question regarding its interpretation or its execution.

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