

IDEAL EDGE™ BY FORMICA GROUP 10-YEAR LIMITED WARRANTY



IDEAL EDGE™ 10-YEAR LIMITED WARRANTY

Within ten years of the date purchase, subject to the exclusions set forth below, Formica Corporation warrants to the immediate purchaser that Formica Corporation will, at its option and in Formica Corporation's sole discretion, repair or replace without charge, or refund the cost of the IdealEdge™ countertop edging product (the "Product"), if the Product delaminates from the substrate of the molding solely due to a manufacturing defect.

Repair or replacement during this 10-year period shall not include the costs associated with removal, repair or replacement of any countertop, molding, fixtures, hardware, windows, cabinets, appliances, decorative treatments or other products. In no event shall Formica pay for any portion of any repair or replacement costs that exceed the original cost of the Product at issue. During the entire 10-year warranty period, Formica Corporation's obligation as to repair or replacement shall further be limited to replacement or repair with colors and styles of Products that are available at the time of replacement or repair. Formica Corporation shall be given a reasonable opportunity to inspect the Product claimed to be defective. As part of the inspection, purchaser must provide all information and documentation pertaining to the care and treatment of the Product. The warranty period applicable to any repair or replacement of the Product shall be for the remaining unexpired portion of the original warranty period.

The owner of this warranty may obtain coverage under this warranty by providing to Formica Corporation proof of the date of initial installation. For service under this warranty, the warranty owner must notify the installer or fabricator from whom the warranty owner purchased the Product or Formica Corporation in writing at the address below, providing the warranty owner's name and address, a description of the Product involved and the nature of the defect. This warranty is not transferable within the 10-year period.

This warranty will not apply unless the Products have been stored, handled, installed, used and maintained in accordance with instructions provided by Formica Corporation. Copies of such instructions for the IdealEdge™ Product are available from your fabricator or installer or from Formica Corporation at the address listed below. You may also obtain these items by contacting Formica Corporation at 1-800-FORMICA™ or via Formica Corporation's website at www.formica.com.

EXCLUSIONS

This warranty does not cover:

1. Improper fabrication;
2. Accidents, abuse or misuse;
3. Improper maintenance;
4. Exposure to extreme temperature;
5. Conditions such as stains, scratches, light crazing or cracking;
6. Failures caused by settling of cabinets or substructure support, or failures caused by acts of nature.
7. Products installed with a known or visible manufacturing defect at the time of or prior to installation;
8. Color variations due to production run differences, including variations between sample runs and actual product sold; and
9. Products that were manufactured or installed in locations outside of North America;
10. Fabricator failure to match edge design to countertop.

DISCLAIMER OF WARRANTIES

THE WARRANTIES SET FORTH HEREIN OR IN FORMICA CORPORATION'S WARRANTY DOCUMENTS WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY FORMICA CORPORATION IN CONNECTION WITH THESE PRODUCTS, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. FORMICA CORPORATION HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY FORMICA CORPORATION ARE SOLD ONLY TO THE SPECIFICATIONS SET FORTH BY FORMICA IN WRITING. BUYER ASSUMES ALL RISKS WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.

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LIMITATION OF LIABILITY

No claim by buyer of any kind, including claims for indemnification, whether as to quality or amount of Products delivered or for non-delivery of Products, shall be greater in amount than the purchase price of the Products in respect of which damages are claimed.

IN NO EVENT SHALL FORMICA CORPORATION BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR COVER, OR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO. Buyer shall inspect for nonconformity promptly on receipt. Failure by buyer to give Formica Corporation written notice of claim involving a patent defect within 30 days from date of delivery shall constitute waiver by buyer of all claims with respect to such Products.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH WILL VARY FROM STATE TO STATE OR, IN CANADA, FROM PROVINCE TO PROVINCE. FEDERAL LAW DOES NOT PERMIT THE DISCLAIMER OR MODIFICATION OF IMPLIED WARRANTIES ARISING UNDER APPLICABLE STATE LAW FOR CERTAIN CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

The user must verify and test the suitability of any information or Products for his or her particular purpose or specific application.

IDEAL EDGE™ BY FORMICA GROUP WARRANTY CONTACT INFORMATION

Any question about this warranty should be addressed to:

Formica Corporation
10155 Reading Road
Cincinnati, Ohio 45241-4805
Attn: IdealEdge™ by Formica Group
Warranty Department
Phone: 1-800-FORMICA™
www.formica.com

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