

DURAT[®] 15 YEAR LIMITED WARRANTY FOR THE UNITED STATES

Tonester Ltd. warrants to the owner of the original installation of Durat[®] solid surface that Durat[®] sheet and shape products will be free from materials defects arising from the manufacture of such products for a period of 15 years from the date of purchase of such products. This warranty is issued to the original owner of the structure into which Durat[®] product has been installed and expires upon the transfer of the ownership of such structure or upon the removal of the product from such structure.

Tonester's sole obligation and liability under this warranty will be to provide replacement product if Tonester is notified of a defective product during the warranty period and determines that such product contains materials defects arising from the manufacture of such products. Tonester may, in its sole discretion, elect to repair a defective product instead of replacing such product. In such event, Tonester will make (or cause to be made) the necessary repair, including absorbing the cost of labor for such repair. Any other costs associated with such repair will be the responsibility of the owner. Except for the foregoing replacement or repair obligations, Tonester will have no liability for any other loss, damage, or expense arising out of or in connection with the purchase, use, or installation of Durat[®] products.

Except as set forth herein, Tonester makes no other express or implied warranty, including without limitation, the warranties of merchantability or fitness for a particular purpose (even if Tonester has notice of such purpose).

In no event will Tonester be liable for special, indirect, incidental, punitive, consequential, or other similar damages (including without limitation, damages for loss of profits or business interruption), whether or not caused by or resulting from any product defect or the act or negligence of Tonester, even if Tonester has notice of the possibility of such damages.

This warranty does not cover damage to the product caused by:

- mishandling or misuse
- improper workmanship by the fabricator or installer
- exposure to weather conditions or fire
- physical or chemical abuse, including without limitation the use of improper cleaning solutions, leaving chemicals on the product without prompt cleaning, dropping heavy objects on the product, placing excessive weight on the product, or placing excessively hot objects on the product
- climate, job site conditions, architectural and engineering design, structural movement, acts of vandalism, accident, or war or any other damage not solely and directly caused by materials defects covered by this warranty