

## Daltile® 25-Year Pro-Rated, Limited Warranty- Keystones ClearFace™ Mosaics

### **Daltile® 25-Year Limited Warranty**

With respect to its Keystones ClearFace™ Mosaics brand tile, Dal-Tile Corporation offers a limited warranty against Defect for a period of twenty-five years from date of purchase. Defect is defined as a shortfall in the product to perform to Dal-Tile specifications as disclosed in product literature, or within industry standards issued by TCNA or ANSI as of the date of manufacture. This twenty-five year express limited warranty is the sole warranty extended and replaces any statutory warranties to the maximum extent allowable by law. Customer misuse including negligence, physical abuse, improper maintenance, or chemical abuse is not covered by this warranty. Installation defects and setting material defects are not covered by this warranty. All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All installed products are deemed to be inspected prior to installation. Visual defects or nonconformities apparent prior to installation voids this warranty.

Tile is subject to variation in technical specifications, including DCOF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Tile containing abrasives create a rough surface, creating cleaning challenges because dirt and other contaminants may lodge in the surface. Extra attention is necessary to assure contaminants are removed promptly and properly. Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only. Dal-Tile does not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum tile performance specifications. Dal-Tile does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Express color match warranties are only extended to actual product samples. Dal-Tile reserves the right without prior notification to modify specifications or substitute components as technological advancements or process improvements become available which improve the product's performance. Please contact Technical Services at 888-387-9881, option 3, for questions regarding these specifications.

### **IMPLIED WARRANTIES LIMITED IN DURATION**

Any implied warranty applicable to the product sale, including the implied warranty of merchantability or the implied warranty of fitness for a particular purpose is limited in duration to the duration of this written warranty or the maximum statutory period, whichever is less. Some states do not allow limitations on implied warranty duration, so the above limitation may not apply to you. The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections.

### **IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

Dal-Tile provides detailed information in its product literature with regard to appropriate tile applications. In these specified applications, Dal-Tile limits the duration of the implied warranty of fitness for a particular purpose to one-year or the minimum statutory period prescribed by law, whichever is less. Failure to comply with recommended applications voids this warranty.

### **PRO RATED WARRANTY**

The general warranty period is pro rata. A pro rata warranty is one that provides for a refund or credit that decreases according to a set formula as the warranty period progresses. The warranty value is reduced by the amount of time that you own it. When a claim is made, the value of the warranty becomes a percentage of ownership per year based upon 25 years. Any services provided as part of this warranty do not extend the original warranty period. If the product for which a valid claim is made is no longer available, the customer will be able to choose a mosaic tile product of equal value from the current product range.

### **REMEDY LIMITATION & DISCLAIMER**

If a defect in materials or workmanship is discovered within the 25 year relevant warranty period, Dal-Tile will either refund the pro rata price of the product or provide a replacement product after a reasonable number of attempts to remedy product defects. Buyer remedy is limited to replacement or repair of the defective product, as Dal-Tile may determine. No consequential (including lost profits) or incidental damages are recoverable. Dal-Tile disclaims all express warranties not contained in this limited express warranty. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Dal-Tile Corporation immediately (1-800-933-TILE).

**Legal Notice:** Warning: Tile and installation products contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, obtain an MSDS at [www.daltileproducts.com/msds](http://www.daltileproducts.com/msds) or contact Daltile at 800.833.TILE.