

## 10-Year Limited Warranty

Effective Date: April 22, 2016

Your new EcoTec Surfaces™ installation entitles you to certain quality assurance standards as provided in this limited warranty. For more information about this warranty, contact the source from which you purchased your EcoTec Surfaces installation or contact the EcoTec Surfaces manufacturer, For Your Convenience™ (FYC), directly by calling 800-356-8351 or by writing to: For Your Convenience, 321 East Hardy, St James, MO 65559.

## Limited Warranty

The following limited warranty (the “Warranty”) applies to you, the eligible owner of a permanent installation of EcoTec Surfaces (the “Installation”). FYC, in its sole discretion, will repair or replace the installation if it fails due to manufacturing defect (as determined by an authorized warranty service agent) during the ten (10) consecutive years after initial installation. This limited warranty applies only to Installations for normal interior use in the United States, Mexico, and Canada that (a) have been fabricated and installed in accordance with the instructions provided by FYC, (b) have been used and maintained as recommended by FYC, and (c) have failed due to a manufacturing defect. Instructions for maintenance and care are available at [www.ecotecs-surfaces.com](http://www.ecotecs-surfaces.com).

This Warranty is void if the Installation is moved from its original location. This Warranty is non-transferable and non-assignable, provided, however, that this Warranty may be transferred in accordance with a sale of the location where the Installation is located so long as written notice is provided to FYC no later than thirty (30) days prior to the date of transfer. No transfer of this Warranty shall extend the coverage period. The Warranty as set forth herein is the only warranty made by FYC for the Installation. No representative dealer, or any other person, is authorized to make any warranty, representation, or promise on behalf of FYC with respect to the Installation. No terms or conditions, other than those stated herein or provided by law, and no understanding, oral or written, in any way purporting to modify this Warranty shall be binding upon FYC unless made in writing and signed by an authorized employee of FYC.

The invalidity of all or a part of any of the provisions of the limited warranty shall not affect or invalidate any other provision of the limited warranty.

## Warranty Exceptions

This Warranty does not cover damage caused by physical, chemical, or other abuse, excessive heat, use in certain applications, breakage not due to a company defect in the manufacture of the material, or acts of nature.

“Physical, chemical, or other abuse” includes any use of the Installation that is unreasonable considering the normal and expected uses of such installations in the location and includes, but is not limited to, damage from vandalism, use of improper cleaning solutions, leaving substances such as bleach or abrasive cleaners on the Installation without prompt cleaning, dropping heavy objects onto the Installation, damage from any appliances built into or stored on the Installation, or not maintaining the Installation in accordance with the recommended maintenance and care instructions provided by FYC.

“Excessive heat” means exposure to heat of such a degree that white marks, white rings, or cracks appear on the Installation.

"Use in certain applications" includes any use other than those normal interior uses as fabricated and installed in accordance with the instructions provided by FYC.

“Acts of nature” include, but are not limited to, exposure to the outdoors, weather effects, structural movement, and fire.

This Warranty does not cover products made by other suppliers or manufacturers. Silicone seams do not constitute part of the Installation and, accordingly, are not covered by this Warranty. This Warranty does not cover damage caused by failure of any adhesive, caulk, or other accessory or failure of any caulked or filled joint or seam.

This Warranty does not cover any damage to the Installation caused by or arising out of improperly installed, used, or maintained appliances (including garbage disposals) that are either built into or stored on the Installation.

#### Warranty Disclaimers

EXCEPT AS PROVIDED HEREIN, FYC MAKES NO REPRESENTATION OR WARRANTIES IN CONNECTION WITH ECOTEC SURFACES, AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. EXCEPT AS

PROVIDED HEREIN, FYC SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN EITHER TORT OR CONTRACT FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE INSTALLATION, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU.

#### How to File a Warranty Claim

You may obtain coverage by providing proof of the date of initial purchase. For service under this Warranty, contact the source from which you purchased the Installation or contact FYC in writing, providing your name and address, a description of the nature of the defect or failure, proof of purchase (i.e., the original sales receipt or other documentation acceptable to FYC), and the date of purchase. Labor charges incurred during any installations are not included under this Warranty. You shall reasonably cooperate with FYC and its representatives in their efforts to perform their obligations under this Warranty.

If your claim is covered by this Warranty, as determined by FYC in its sole discretion, FYC will provide, at no cost and with delivery prepaid, the appropriate EcoTec Surfaces materials to repair or replace the failed portion of the Installation. FYC will not pay for removal of the Installation or any portion thereof or for fabrication or installation of the replacement materials or any other costs. No replacement under this Warranty shall extend the coverage period.

Any replacement is limited to colors and styles of EcoTec Surfaces sheets available at the time of replacement. Exact color matches may not be possible. If the original color or style is no longer available, FYC has the right to substitute another EcoTec Surfaces sheet of equal or greater value than the Installation.