

# Solid Surface 15 Year Limited Warranty



## Product Subject to this Limited Warranty

This Limited Warranty applies only to Solid Surface Custom Craft Countertops® (the "Product") sold by Midwest Manufacturing, a division of Menard, Inc., (the "Company").

## Who is Entitled to this Limited Warranty

The Company grants this Limited Warranty solely in favor of the original purchaser of the Product (the "Original Purchaser"), but to no other person or entity whatsoever. No person or entity, other than the Original Purchaser, shall have any right to assert any claim under this Limited Warranty, or otherwise, in connection with the Product. This Limited Warranty is personal to the Original Purchaser and may not be transferred by the Original Purchaser to any other person or entity, by contract, operation of law, transfer of the property into which the Product are installed, or otherwise.

## Length of this Limited Warranty

This Limited Warranty shall begin on the date of purchase of the Product and shall continue for a period of 15 years (such period of time, the "Warranty Period"), after which this Limited Warranty shall expire and have no further force or effect.

## What is Warranted

Subject to the conditions and limitations set forth in this Limited Warranty, the Company warrants to the Original Purchaser that during the Warranty Period the Product will be free from manufacturing and design defects when used under normal conditions and maintained properly. However, the Company shall not be liable under this Limited Warranty for any of the following:

- A. Defects in or failure of the Product caused by accidents, physical abuse or misuse of the Products.
- B. Defects in or failure of the Product caused by installation of the Product not in strict adherence with the written instructions of the Company.
- C. Defects in or failure of the Product caused by improper care or maintenance of the Products.
- D. Breakage of the Product that is not due to a defect in the manufacture of the Products.
- E. Any damage to the Product caused by impact of foreign objects, earthquake, or other acts of God or by fire, explosion or other casualty.
- F. Defects in, failure of, or damage to the Product caused by materials adjacent to the Product.
- G. Any damage due to or resulting from heat.
- H. Damage to the Product caused by alteration after completion of its installation by anyone who is not authorized by the Company in writing, whether such alteration be by structural additions, changes, replacements or by equipment installation.
- I. Changes in the Product due to gloss reduction, scratching, staining or alkaline etching of the finish over time due to use, cleaning practices or water conditions, all of which are not manufacturing defects but are indicative of normal wear and tear.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO THE PROPERTY IN WHICH A PRODUCT IS INSTALLED, ITS CONTENTS OR ANY PERSON THEREIN. NO FIELD REPRESENTATIVE, DISTRIBUTOR OR DEALER OF THE COMPANY IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS LIMITED WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. The invalidity, illegality or unenforceability of any one or more provisions of this Limited Warranty shall in no way affect or impair the validity, legality or enforceability of the remaining provisions, which shall remain in full force and effect.

## What the Company Will Do

In the event that the Product fails to comply with this Limited Warranty, the Company shall replace the defective Product with a product of like kind and quality (the "Replacement Product"). THE EXPENSE OF LABOR, INSTALLATION, DELIVERY OR REMOVAL IS NOT INCLUDED IN THIS LIMITED WARRANTY.

THE FOREGOING DESCRIBES THE COMPANY'S SOLE LIABILITY, AND THE ORIGINAL PURCHASER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY IN RESPECT OF THE PRODUCTS. AS LONG AS THE COMPANY IS WILLING OR ABLE TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT, AS PROVIDED ABOVE, THIS LIMITED WARRANTY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## How to Make a Claim

To make a claim under this Limited Warranty, the Original Purchaser must notify the Company by submitting an Installed Guest Complaint Form (the "Form"). A copy of the Form can be obtained either online at [MENARDS.com](http://MENARDS.com) or directly from your nearest **MENARDS** home improvement store. The Original Purchaser must also submit a copy of the original proof of purchase that includes the date of purchase of the Product claimed to be defective along with photographs showing the claimed defect(s). The completed Form along with the copy of the original proof of purchase and photographs shall be mailed to:

Menards Guest Services  
5101 Menard Drive  
Eau Claire, WI 54703

The Company shall then promptly inspect, by means of the photographs supplied by the Original Purchaser, the claimed defect(s) and shall notify the Original Purchaser of its decision in writing. If the inspection does disclose a defect covered by this Limited Warranty, the Company shall provide the Original Purchaser with the Replacement Product. The Original Purchaser, at his or her own expense, will be required to return the defective Product when picking up the Replacement Product from the **MENARDS** home improvement store of his or her choice.

## Dispute Resolution

Any controversies or claims arising out of or relating to this Limited Warranty, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules. The arbitration proceeding shall be held in Eau Claire, Wisconsin.