

# **The Guarantee of Silpat Silicone Mats & Molds**

## **1. The DEMARLE Lifetime Warranty:**

Demarle (“Company”) grants to consumers a Lifetime Warranty (“Warranty”) for the lifespan of "SILPAT" products (“Products”) subject to the terms and conditions set forth herein. This Warranty only applies to Products delivered in the United States (“US”) and purchased directly from the "www.fr.silpat.com" merchant site. For purposes of this Warranty, “Lifespan of the Products” shall mean the use of the Products for no more than 3,000 baking cycles in accord with the use and care instructions provided with the Product packaging and/or the use and care instructions on the Company’s website for domestic use by consumers and purchasers at <https://us.silpat.com/pages/use-and-care> (“Use and Care Instructions”) and not excluded by Article 2 of this Warranty below.

During the Lifespan of the Products, the Company guarantees all "SILPAT" Products, which are made of an alloy of fiberglass and silicone and are sold in the US, against all defects in material or workmanship for the Lifetime of the Products. This Warranty only covers, and corresponds to, the Lifespan of the Products. This Warranty begins to run from the date of purchase, subject to normal and domestic use of the Product by non-commercial Consumers (“Consumer”), and shall automatically expire and terminate at the end of the Lifespan of the Products.

To benefit from this Warranty, the Consumer must provide proof of purchase and the Product must satisfy and be consistent with the conditions set forth in Article 3 of this Warranty below.

## **2. Exclusions to/from the DEMARLE Lifetime Warranty:**

This Warranty covers exclusively "SILPAT" Products purchased in the US and used in accordance with the Use and Care Instructions (printed on the Product packaging and/or available on the Company's website for domestic use by consumers and purchasers of “SILPAT mats” at <https://us.silpat.com/pages/use-and-care>).

This Warranty does not cover, and excludes, damage or deficiencies caused by:

- Misuse, negligence, non-compliance with instructions for use, care, and maintenance or unauthorized modification or repair of the Product
- Abnormal use, misuse, tearing of the Product caused by a knife or other utensil or Consumer negligence.
- Inadequate storage conditions, i.e., the Product must be stored flat, do not fold or place heavy objects on the Product, etc.
- A burn caused by exposure to heat or the flame or grill of the oven.
- Overheating (with temperatures higher than 428°F).

- Freezing/thawing of the Product in inadequate and brutal conditions, i.e., at temperatures lower than -40°F.
- Use of unsuitable cleaning products, i.e., the Product must be washed with a soft sponge and warm soapy water and air-dried.
- Stains, discoloration or scratches.
- Shocks or accidents.
- Any modification, change, or alteration made to the Product, including, but not limited to, a repair by the Consumer.
- A transport problem, including, without limitation, any defect or damage caused to the Product in transport from the Company to the Consumer.
- A professional or commercial use of the Product.
- Any defects or damages due to normal wear and tear, misuse or abuse, alteration or modification, negligence, or resulting from use other than the intended purpose of the Product in accord with the applicable Use and Care Instructions.
- Any use of the Product after the expiration of the Lifespan of the Products (as defined above).

This Warranty benefits only the first purchaser of the Products. It is not transferable to a third party.

This Warranty only covers the Products, which benefit exclusively from the legal guarantees set out below, and does not cover other products such as accessories.

This Warranty does not extend any implied warranty provided by or applicable under any state law to a consumer. This Warranty gives you specific rights with respect to the Product and you may also have other rights which vary from state to state which it is your responsibility for knowing. To the extent permitted by applicable state law, under no circumstances shall the Company be liable for any special, incidental, or consequential damages based upon breach of this Warranty, breach of contract, or strict liability.

### **3. Implementation of the DEMARLE Lifetime Warranty:**

If you have any questions about this Warranty, please contact the Company's After-Sales Service department whose contact details are as follows:

- E-Mail: [customerservice@silpat.com](mailto:customerservice@silpat.com)
- Website: [www.silpat.com](http://www.silpat.com) (Contacts Section)

In order to implement and take advantage of this Warranty, the Consumer must notify the Company in writing and return the Product at the address provided by Silpat Customer Service. The Product must be packed adequately so that it does not deteriorate during transportation. The Product return must include the proof of purchase, a description of the defect in material or workmanship, and your contact information.

Please allow approximately 8-10 weeks from receipt of written notification and the Product for the Company to perform the inspection process and to respond accordingly, including, without limitation, return delivery of your product.

If the Company determines that the Product is defective in material or workmanship and is covered by this Warranty's terms:

- The Company will replace the Product with an identical product. If the Product is no longer available, the Company will offer the Consumer an equivalent product or refund the Consumer the purchase price of the Product.
- The Company shall provide a return shipping label, at its cost, and provide a full refund to the Consumer.