

Laminam Certificate
of Conventional Warranty
Furnishing Sector /

09.
2016

Foreign Market

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Certificate of conventional warranty for the foreign market of Laminam slabs used in the furnishing sector

LAMINAM S.p.A, with registered office in 41042 Fiorano Modenese (MO), via Ghiarola Nuova 258, tax code and registration no. 01969990355 in the Company Register of the province of Modena, in its capacity as Manufacturer, guarantees its ceramic slabs used in the furnishing sector for the manufacture of furniture and furnishing accessories for a period of 25 years, adding, therefore to the year's warranty provided for by law, this conventional warranty for a period of 24 years with regards to the characteristics herein set out and to the conditions described below.

Art. 1 – By virtue of this conventional Warranty, which is in addition to the ordinary warranty attributed to the seller on the basis of the provisions of Italian legislation and – without prejudice to, and confirming, what is set out in article 8 below with reference to the applicable law – to the warranties that may be provided for by binding and enforceable legal provisions if and to the extent they are in force in the countries to which the product is delivered, the Manufacturer guarantees the characteristics of the Product as set out in the table below, according to the test methods specifically indicated, for a term of 25 years from the date of purchase as per the tax document. The said conventional Warranty is exclusively in favour of its Professional Buyers operating on the foreign market and with the express exclusion of any other different person or legal entity.

SURFACE PROPERTY	LAMINAM	LAMINAM LUCIDATO; LAMINAM SERIE FILO
Resistance to heat up to 200°C (EN 12722)	Guaranteed	Guaranteed
Resistance to cold liquids (EN 12720), excluding ink	Guaranteed	Excluded
Resistance to cleaning materials (PTP 53)	Guaranteed	Excluded
Resistance to light and UV rays (DIN 51094)	Guaranteed	Guaranteed
Resistance to frost (EN 14617-5) and thermal shocks (EN 14617-6)	Guaranteed	Guaranteed
Resistance to scratching (hardness Mohs 5-7, EN 101)	Guaranteed	Excluded

For the purpose of this warranty, "its Professional Buyers operating on the foreign market" are considered as the Customers of LAMINAM S.p.A. that receive from the company the direct supply of the product for subsequent distribution and/or resale, possibly subject to transformation and/or processing on the foreign market. The validity of this warranty is expressly excluded in the event that the product becomes available to the user having received it, for whatever reason, from persons or legal entities different from the manufacturer, LAMINAM S.p.A., that is, in the event the product is distributed and sold in the Italian territory.

Art. 2 – Without prejudice to the fact that LAMINAM S.p.A., in all events, undertakes to issue on to the market a safe product which does not have, in itself, limitations regarding the prevention of possible risks, pursuant to this conventional Warranty, the Manufacturer is not accountable for any flaws in the Product deriving from its transformation and processing, including the combination or, in any case, union with other types of materials and/or panels, also when indispensable for use in the furnishing sector.

Art. 3 – In the event the Product does not possess the resistance characteristics indicated in art. 1, the Manufacturer, without prejudice to what is set out under art. 7 below, undertakes, with regards to its Professional Buyers operating on the foreign market, to only make a free replacement – with an identical or analogous product with regards to the characteristics and dimensions – within a suitable period determined by the Manufacturer on the basis of the quality and quantity of the product to be replaced, with the exclusion of any other accessory activity – including that of processing, transport and installation as described in art. 5 below – as well as any other obligation, compensation and/or indemnity.

Art. 4 – In order to be able to exercise the rights provided for in this Warranty, the Professional Buyer operating on the foreign market is obliged to:

- a) purchase the product new, directly from LAMINAM S.p.A.;
- b) sell, distribute or, in any case, use the Product outside the Italian territory;
- c) report any Product flaw detected or a lack of the guaranteed resistance characteristics to LAMINAM S.p.A. by means of a registered letter with acknowledgement of receipt within and not later than the mandatory and essential term of 15 days from the discovery of the flaw or defect, sending a copy of the claim in advance to the electronic mail address qualitaontop@laminam.it. The claim must be accompanied by a copy of the sale invoice issued by LAMINAM S.p.A. showing the date of purchase and, if different, the date of delivery, as well as the Laminam product series and finishing and the production lot. For the purpose of the validity of this Warranty, the above documentation needs to be duly stored, with a copy sent together with the report of the flaws and an original copy submitted to the staff appointed by LAMINAM S.p.A. in the event of verification.

Art. 5 – Flaws that imply an aesthetic deformity of the material detected by the Professional Buyer upon delivery of the goods and, in all events, by the processor before the development of the plan or the completion of the interior design are not covered by this Warranty; this is also true for all flaws generated by the settling of the building or of the bases of the furniture on which the Product has been installed, or caused by subsequent phases of production such as:

-transport and handling in general;

- the shaping, perforation and cutting of the slab, also for the installation of sinks or worktops, both countertop and undermount, the shaping of corners, the application of a splash and drip guard and of any other accessory, as well as polishing edges;

- the subsequent coupling and/or gluing and, in any case, union of a Laminam product performed by a processor with other materials and/or panels, including other Laminam slabs;

- installation, considered as any activity necessary for laying and cutting the product;

- the application and/or coupling with other materials subject to size and/or resistance variations, also due to atmospheric agents, damp and environmental conditions.

Any Product flaws other than those relating to the resistance characteristics listed under art. 1 above are excluded from the effective application of this warranty and from the cover offered by the Manufacturer.

It should be noted that the particular characteristics of resistance to chemical/physical stresses refer to the upper surface of the integral, correctly stored and preserved slab(s); this Warranty is provided by LAMINAM S.p.A. only for the upper surface of the slab(s), or portion of it, which has not been subject to processing and installation activities, in the sense as referred to above, with the express exclusion of any conventional warranty for the lateral surfaces, edges and borders, also formed further to processing and installation activities.

This Warranty does not apply in the event of improper and/or inappropriate use or mistreatment of the product and, in all events, in the following circumstances:

a) improper or inappropriate use, care or maintenance of the product and, in general, lack of compliance with the indications and instructions contained in the maintenance and cleaning manual that accompanies the product and, in any case, consultable on the manufacturer's website at the address www.laminam.it, on the part of anyone that has the material availability of the Product, including the effective final user;

b) discolouring;

c) colour differences between the sample exhibited at the time of purchase and the product delivered;

d) physical, chemical and mechanical abuse;

e) improper preparation or maintenance of the installation site;

f) use as flooring and wall covering;

g) use of the product in abnormal conditions or, in any case, in conditions incompatible with the technical characteristics for which the product has been designed or different from those provided for and set out in the maintenance and cleaning manual that accompanies the product and which is, in any case, consultable on the manufacturer's website at the address: www.laminam.it;

h) damages which are accidental and/or deriving from unforeseeable events and/or force majeure;

i) damages caused, directly or indirectly, to persons, property and animals as a consequent of failed compliance with the instructions set out in the maintenance and cleaning manual that accompanies the product and which is, in any case, consultable at the manufacturer's website at the address: www.laminam.it;

l) direct action on the Product in order to attempt restoration or repair taken by the Consumer or third parties not appointed by LAMINAM S.p.A.;

Art. 6 – The Warranty is valid exclusively in the event that the final user has complied with the instructions set out in the maintenance and cleaning manual that accompanies the product and which is, in any case, consultable on the manufacturer's website at the address: www.laminam.it.

Art. 7- During the term of the Warranty, the replacement supply of ceramic slabs due to flaws and defects covered by this warranty shall be made in full free of charge by personnel appointed by LAMINAM S.p.A.. Since the warranty concerns products the manufacture of which involves the use of natural raw materials (clayey raw materials, granite and metamorphic rocks, feldspar components and ceramic pigments) and for which specific collections are created, according to continuously improving the technical and aesthetic choices, LAMINAM S.p.A. undertakes to make replacements of the product, where necessary and coming under the conditions provided for in this warranty, for the entire term of the warranty, with another analogous product – in terms of type, thickness, size, technical and finishing characteristics – to the product to be replaced, chosen from those in production and available when it is necessary to proceed with the replacement. As a result, LAMINAM S.p.A. does not guarantee the perfect matching of the replacement product with the original one supplied and cannot, in any way, be held responsible for any difference in colouring, finishing, type, thickness, size and technical characteristics, nor for the overall appearance of the application. In the event that the manufacturer considers the replacement to be impossible or excessively difficult or costly, it may consider itself released from the obligations as per this warranty, paying an indemnity to its own Professional Buyer operating on the foreign market within the predetermined limits as follows: 100% of the price of the Product paid by the Professional Buyer upon the purchase, net of every cost, duty, tax and accessory cost, if the flaw occurs from the 2nd to the 5th year from the purchase of the product; 75% of the above price if the flaw occurs between the 5th and 10th year from purchase; 50% of the above price if the flaw occurs between the 10th and the 15th year from purchase; 25% of the above price if the flaw occurs between the 15th and 25th year from purchase.

Art. 8- This warranty may not be transferred, being a conventional warranty provided by the Manufacturer exclusively in favour of its Professional Buyer, as clearly specified under art. 1 above.

Art. 9 – This warranty is regulated exclusively by Italian law. Any dispute relating to its interpretation, execution and validity in general is assigned exclusively to the jurisdiction of an Italian Judge and to the jurisdiction of the Court of Modena.

/contacts

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