

CONVENTIONAL WARRANTY FOR LAMINAM ON TOP EXPORTED TO FOREIGN MARKETS

The manufacturer, LAMINAM S.p.A., with headquarters in Fiorano Modenese (MO) via Ghiarola Nuova 258, offers this conventional Warranty for the product LAMINAM ON TOP.

If conditions described below apply, the beneficiaries may contact us with their claims:

- By mail: Office for Quality Safety Environment

LAMINAM S.p.A.

Via New Ghiarola 258,

41042 Fiorano Modenese (MO), Italy

- By phone: 39- 0536 - 1844200 (request to be connected to the Office for Quality, Safety, Environment);

- By Fax: 39- 0536 1844201 (address all communications to the Attention of the Office for Quality, Safety, Environment);

- By email: info@laminam.it;

Article 1

This standard warranty is offered by LAMINAM S.p.A to professional buyers operating in foreign markets, for the product LAMINAM ON TOP with the exception of the textures in the "Filo" series with metal surface parts (colours Argento, Oro, Rame, Bronzo, Ghisa, Mercurio and the corresponding versions in Filo Romantico) and the collections with the glossy surface finish obtained with a post-firing process (such as the series Collection Lucidato).

For the purpose of this warranty "professional buyers operating in foreign markets" means the LAMINAM S.p.A's Customers that receive the product for distribution and/or resale purposes in foreign markets, even after processing and/or fabrication.

This Warranty, which is in addition to the ordinary warranty issued by the seller in accordance with the provisions in Italian law, expressly excludes any claim from consumers that have received the product, under any title, from persons or entities other than the manufacturer, LAMINAM S.p.A., or if the product is distributed and sold in the Italian territory, in which case a different and specific warranty is supplied.

Article 2

Under this Warranty, if the product is found to have flaws and/or defects attributable to the distinctive features identified in Article 4, the Manufacturer guarantees to the Buyer (as defined in Article 1), who has purchased the product directly from LAMINAM S.p.A and has used it for distribution and/or resale on foreign markets in accordance with the mandatory conditions set forth in this document, free repair or replacement with the same product, or one with similar features and dimensions as better specified in Article 8. The claim and replacement will be resolved within a reasonable time, as determined by the Manufacturer depending on the flaws and defects found in the product that needs to be replaced. The Warranty does not include coverage for any other ancillary expense, including labour and installation as described in Article 5, and all other costs, damages and/or compensation for actual damages or for loss of profits, even if they are due to defects in the product.

Specifically, it excludes all costs related to the removal of the damaged slabs, the installation of the new substituting slabs, the resulting restoration work, and, in general, all other costs and/or compensation caused by direct, indirect or consequential damage, expenses and loss of earnings.

Article 3

LAMINAM S.p.A. guarantees the quality of their product LAMINAM ON TOP with the exception of the "Filo" series with metal surface parts (colours Argento, Oro, Rame, Bronzo, Ghisa, Mercurio and the corresponding versions in Filo Romantico) and the collections with the glossy surface finish obtained with a post-firing process (such as the series Collection Lucidato) used for distribution and/or resale in the foreign markets, for a period of 25 years from the date of purchase which must be demonstrated by the entitled person by exhibiting the original invoice issued by the Manufacturer at the time of the sale.

Article 4

The LAMINAM ON TOP products are full ceramic slabs obtained by superimposing two Laminam slabs with a fiberglass reinforcement in between them bonded by polyurethane glue. Their physical-mechanical characteristics are indicated in the data sheet that accompanies the product. The thickness of the two superimposed slabs can vary depending on the type of product: it can be two slabs each 3mm thick (Laminam 7 or 3+3), or one slab 5 mm thick and the other slab 3 mm thick (Laminam 5+3).

Thanks to their high resistance to chemical and physical stress, the LAMINAM ON TOP products, with the exception of the "Filo" series with metal surface parts (colours Argento, Oro, Rame, Bronzo, Ghisa, Mercurio and the corresponding versions in Filo Romantico) and the collections with the glossy surface finish obtained with a post-firing process (such as the series Collection Lucidato), are guaranteed by LAMINAM S.p.A., for the period referred to in the above Article 3, against the occurrence of the following events:

- Deformation or damage to the top surface of the slab/s resulting from contact with hot objects normally used in a kitchen (such as pots and pans), within the limits of resistance to dry heat indicated in the product's data sheet;
- Damage to the top surface of the slab/s resulting from contact with tools normally used in a kitchen (for example knives, scissors, cutlery);
- Damage to the top surface of the slab/s due to absorption of liquids and fats;
- Damage to the top surface of the slab/s due to exposure to UV rays;
- Damage to the top surface of the slab/s due to exposure to the weather and outdoor use, if the temperature remains within the minimum and maximum limits specified in the data sheet.

Article 5

The Manufacturer is liable only for defects pertaining to the quality of the original product such as production and/or structural defects directly attributable to the manufacturing of the slabs. The Manufacturer is not responsible for any defect in the product resulting from processing, fabrication and/or installation.

Therefore, this Warranty does not cover defects that depend on aesthetic discrepancies in the material as well as those due to failings that might derive from after production activities, such as:

- Shipping and handling;
- Fabrication: meant as any activity having to do with the shaping, drilling and cutting of the slab, the making of the anchoring systems selected by those installing the product, the shaping of the edges, as well as the polishing of the edges;
- Installation: meant as any activity required to install the product including cutting, fabrication and putting it in place.
- Installing and/or pairing of the slabs with other materials that are subject to dimensional and/or resistance variations such as those that could result from weather, humidity, and environmental conditions.

Given that the distinctive features of chemical and physical resistance apply to the top surface of slabs that are still intact and properly stored and maintained, LAMINAM S.p.A. offers this Warranty, covering the events described in the above Art. 4, only for the top surface (or portions of it) of the slabs that has not been subjected to fabrication or installation activities as indicated above. Side surfaces, corners and edges, including those made during fabrication and installation, are excluded from this conventional Warranty.

In any event, this Warranty does not cover cases of improper and/or inadequate use and ill-treatment of the product, even if not attributable to the Buyer, and/or the final consumer, such as:

- a) Improper or inappropriate use, care or maintenance of the product and, in general, non-compliance with the instructions and requirements contained in the data sheet accompanying the product and also available on the manufacturer's website at www.laminam.it ;
- b) Colour shading
- c) Differences in colour between the sample shown at the time of purchase and the product delivered;
- d) Physical, chemical and mechanical abuse;
- e) Improper preparation or maintenance of the site where the slabs are installed;
- f) Use of the product for flooring or wall coating;

- g) Using the product in abnormal ways and/or conditions that exceed the technical standards for which it was designed, as shown in the data sheet accompanying the product and also available on the manufacturer's website at www.laminam.it;
- h) Inadvertent damage and/or damage arising from a fortuitous accident and/or force majeure;
- i) Damage caused, directly and/or indirectly, to persons, things and animals as a result of failure to observe the instructions contained in the cleaning and maintenance manual accompanying the product and also available on the manufacturer's website at www.laminam.it.

Article 6

In order to benefit from the rights provided by this Warranty, it is the responsibility of the Buyer of LAMINAM ON TOP, distributed and/or resold in foreign markets, to notify LAMINAM S.p.A. of the defect identified in the product by mailing the claim, via registered mail with return receipt, at the address indicated above no later than fifteen days after the discovery of the defect or fault.

The claim must be accompanied by a copy of the sale invoice or a copy of the payment receipt and a copy of the order form or the transportation documents (which will allow the Consumer's to prove the date of purchase and, if different, the date of delivery, and to show the Product's identification data, which can be obtained from the documents delivered by the dealer with the product, namely: the number that Laminam S.p.A. attributed to the LAMINAM ON TOP's sale order, the item's number, the collection's name, the colour, and the finishing tone).

For this Warranty to be valid, therefore, it is necessary to properly store the above-mentioned documentation, so that it will be possible to send a copy of it along with the notification of the defect and show the original documentation to the LAMINAM S.p.A. staff in case of intervention.

Article 7

This Warranty is valid only if the Buyer, its rightful successors and/or the end consumer, comply with the requirements set out in the Cleaning and Maintenance manual that accompanies the product, also available on the manufacturer's website at www.laminam.it, and only if, in order to enforce this Warranty, the Buyer notifies LAMINAM S.p.A of the claim in a timely manner.

Article 8

During the period of validity of this Warranty, repairs or replacement will be provided entirely free of charge by the staff of LAMINAM S.p.A. Since these products are made with raw materials found in nature (clays, feldspars) and for which special collections are created, according to technical and aesthetic choices that continuously improve, LAMINAM S.p.A is committed, for the entire duration of the Warranty itself and when necessary and covered by this Warranty, to replace the product with another product that LAMINAM S.p.A., at its sole discretion, considers similar - by type, thickness, dimensions, specifications and colour - to the one being replaced. The replacement product will be selected among the products available and those being produced at the time when replacement is needed. Therefore, LAMINAM S.p.A. does not guarantee a perfect match between the replacement product and the product originally supplied and shall not in any way be held responsible for any colour, type, thickness, and size discrepancies, for different technical features, or overall aesthetic appearance after installation.

Article 9

This warranty cannot be transferred since the Manufacturer conventionally provides it to the Buyer, as described in the above Article 1.

Article 10

This Warranty is governed by and shall be construed in accordance with the laws of Italy.

Any dispute arising out or in connection with this Warranty will be submitted to the exclusive jurisdiction of an Italian judge and the Courts of Modena.