

**Manufacturer's limited warranty  
for Laminam kitchen countertops  
for private use**

**LAMINAM S.p.A.** (Tax Identification and Registration number at the Modena Trade Registry 01969990355) with headquarters at via Ghiarola Nuova 258, in 41042 Fiorano Modenese (MO), Italy (hereinafter referred to as "*LAMINAM*"), in its capacity as Manufacturer, guarantees its ceramic slabs used in the furniture sector for the construction of kitchen tops ("kitchen countertops") for private use, for a twenty-five-year period from the date of purchase as per the tax document.

## **1. SCOPE OF THIS LIMITED WARRANTY**

Under this limited warranty, which is additional to the ordinary warranty on the basis of the provisions of Italian law, LAMINAM warrants for a period of (25) twenty-five years that its **first-choice (Q1) ceramic surfaces bearing the LAMINAM® trademark**, included in the official price list at time of purchase, **of 12+ and 20+ thicknesses** that are identified by series and colour, used in the manufacturing of kitchen countertops ("*Product*" and/or "*Products*"), will be **free from any defects resulting from the manufacturing process ("*Limited Warranty*")**.

Under this Limited Warranty, if a defect due to the manufacturing process emerges, LAMINAM undertakes towards the Professional Buyers (as defined hereafter), who sell the Product to his Client for installation in a residence, to replace such Product free of charge with another product that is equal or similar in terms of characteristics, dimensions, quality and quantity, and within a reasonable time. It's agreed that this Limited Warranty applies where the final owner of the reselling process of the Product is a private customer as defined pursuant to D.Lgs. n. 206/2005 ("*End Customer*").

## **2. WHAT THIS LIMITED WARRANTY DOES NOT COVER**

This Limited Warranty does not apply and cannot be enforced where the defects (including but not limited to: chips, cracks, scratches, and/or stains) reported derive from:

- improper or inadequate use, care or maintenance of the Product and, in general, failure to comply with the indications and recommendations contained in the explanatory maintenance and cleaning manual that accompanies the Product and which is also available on the website **www.laminam.com** by anyone that has the material availability of the Product, including the End Customer;
- unforeseeable circumstances and/or force majeure events including, but not limited to atmospheric events, contamination by corrosive substances (e.g., acid rain), fires, floods, explosions, vandalism, accidents, and any other factor beyond LAMINAM's control;
- interventions on the Product by the Professional Buyer, the End Consumer or non-authorized third parties and/or not appointed by LAMINAM;
- external factors or interactions such as, including without limitation, impacts, uneven supports or floors, structural settlements or movements, incorrect installation or other conditions relating to the installation location that may have caused the surfaces to move or slip. Consequently, this Limited Warranty does not apply to breakages or chipping of the Product resulting from contact with objects, displacement and/or handling of the supporting structure, settlement of the same or of the floor surface.



Furthermore, this Limited Warranty does not apply to slabs:

- of second choice (Q2);
- whose identification codes, placed on the back of the slabs and designed to allow LAMINAM to carry out the necessary checks before any replacement, are abraded or hidden.

The following do not constitute defects covered by this Limited Warranty:

- any differences in colour, brightness and tone of the Product that may be found in the slab, between the slabs and with respect to the sampling, deriving from the characteristics of the non-homogeneous natural and synthetic materials used in the manufacturing thereof;
- the aesthetic defects of the Product, reported after the start of the fabrication, transformation or installation of the slabs;
- temporary stains and marks, including but not limited to, fingerprints, stains, metal marks or metal deposits on the surface of the Product deriving from, for example, the use of tableware or household utensils;
- any defects generated by incorrect design compared to the technical guide in force at the time of purchase, or arising in the phases subsequent to fabrication, such as transport, handling, transformation and, in general, any processing, including those involving assembly with other materials (including other LAMINAM's slabs), also when indispensable for using the Product in the furnishing sector, as well as installation. By means of non-exclusive example, all defects or breakages generated by machining points such as holes for the sink, cut-outs, internal corners, or by applying a splash and drip guard or any other accessory as well as polishing edges, and any other similar events are excluded from this Limited Warranty.

### **3. CONDITIONS AND LIMITATIONS**

This Limited Warranty is subject to the following essential conditions and limitations described below:

- it is provided only in favour of the authorized LAMINAM dealers that receive from LAMINAM the direct supply of the Product for subsequent distribution and/or resale, possibly subject to transformation and/or processing ("*Professional Buyer*") and only if, at the end of the reselling process, the Product is sold to the End Customer for a private use. The validity of the Limited Warranty is expressly excluded in the event that the Product becomes available to the Professional Buyer having received it, for whatever reason, from persons of legal entities different from LAMINAM;
- it does not affect any the rights of the End Customer of the Professional Buyer provided by the Italian law, if applicable;
- it only covers Products purchased after December 1<sup>st</sup>, 2023, fabricated and installed by suitable qualified persons and whose invoice has been paid in full;
- it starts from the date of purchase of the Product by the Professional Buyer, as per the tax document;



- this Limited Warranty expressly does not cover any additional ancillary activity and costs - including removal, fabrication, transformation, transport and installation - related to the replacement of the Product, and such costs will fall under the responsibility of the Professional Buyer (unless otherwise agreed between the Professional Buyer and his Client); any further charge and/or indemnity and/or compensation other than the possible replacement of the Product is expressly excluded; also expressly excluded are any indirect or consequential damages, including but not limited to, damages to other goods and/or installations and/or systems, or the costs related to other repairs and/or additional or supplementary modifications, for example to the plumbing or electrical system or to the walls or tiles, or the costs for masonry or repair work/foundation set up, albeit functional to the possible replacement of the Product under this Limited Warranty - the costs of which will all be borne by the Professional Buyer (unless otherwise agreed between the Professional Buyer and his Client). Any indirect and/or consequential damages, from the defect-related complaint to the replacement of the Product, which are a further consequence of a defect in the Product covered by this Limited Warranty, including but not limited to the worsening of the life conditions of the End consumer or third parties, are expressly excluded. In no event will LAMINAM have any liability for any incidental, special, punitive, statutory, indirect or consequential damages, or substitute goods or performance. In any event, the total aggregate liability for all claims arising out of this Limited Warranty or in connection with the Product will not exceed an amount equal to the amount paid for the Product by the Professional Buyer. This disclaimer of liability and the cap on the aggregate liability will apply to any damages, however caused, and on any theory of liability, whether for breach of contract tort (including, but not limited to, negligence), or otherwise, to the fullest extent allowed under the law.

#### **4. HOW TO SUBMIT A CLAIM**

In order to submit a claim under this Limited Warranty, the defects of the Product(s) must be reported by the Professional Buyer by means of a registered letter with return receipt sent to LAMINAM at Via Ghiarola Nuova 258, 41042 Fiorano Modenese (MO), Italy or by email at the address [countertopwarranty@laminam.com](mailto:countertopwarranty@laminam.com) **no later than 15 (fifteen) days from the discovery of the defect through the complaint of the End Customer.**

The following information must be attached to the communication:

- i.* the description of the defect found, accompanied by suitable photographic documentation;
- ii.* a copy of the sale invoice issued by LAMINAM to the Professional Buyer showing the date of purchase to the Professional Buyer;
- iii.* a copy of the payment invoice or receipt issued by the Professional Buyer or any other further dealer to the End Customer showing the series, colour, thickness of the Product and the wording Q1 ("*Identification Data*") and that the End Customer is a private customer as defined pursuant to D.Lgs. n. 206/2005. If the purchased Product(s) have been renamed by the Professional Buyer, in the invoice or another document issued at the time of purchase by the End Customer, the Identification Data of the corresponding LAMINAM product must in any case be indicated.



LAMINAM reserves the right, at its sole discretion, to request the original copies of the aforementioned documents.

LAMINAM will verify the completeness of the aforementioned documentation. The absence of any of the documents and/or information above at *i.*, *ii.*, *iii.* will result in the invalidity of the Limited Warranty.

This Limited Warranty will not apply if the address at which assistance is requested and/or the Product Identification Data are not the same as the address and information resulting from the documents and/or information above at *i.*, *ii.*, *iii.*.

## **5. PRODUCT REPLACEMENT**

Upon receipt of the claim by the Professional Buyer duly accompanied by the documentation and specifications indicated above, LAMINAM will take steps to ensure that the reported defect falls within the scope of the Limited Warranty.

Once it has been verified that the defect falls within the scope of this Limited Warranty, LAMINAM will replace the Product free of charge with another Product equal or similar in terms of characteristics, dimensions, quality and quantity and within a reasonable time.

LAMINAM does not guarantee perfect uniformity between the replaced Product and that supplied initially and cannot in any way be held responsible for any difference in colour, type, thickness, dimensions and technical characteristics, nor for the overall aesthetic appearance of the replacement. In fact, considering that these are products for which raw materials present in nature are used (clayey raw materials, granite and metamorphic rocks, with a feldspar component and ceramic pigments) and for which special collections are created, according to technical and aesthetic choices in continuous improvement and evolution, LAMINAM undertakes to replace the Product, where necessary and where the conditions of enforcement of this Limited Warranty exist, for the entire duration of the Limited Warranty itself, with another product similar - in terms of type, thickness, size, technical characteristics and colour - to the one to be replaced, chosen from those in production and available when the need to replace should arise.

If LAMINAM, at its sole discretion, deems the replacement impossible or excessively difficult or burdensome, it will compensate the Professional Buyer within the predetermined limits indicated below:

- 100% of the price of the Product charged by LAMINAM to the Professional Buyer on the date of receipt of the complaint, if the defect occurs between the 1st and 5th year of the purchase of the Product;
- 75% of said price if the defect occurs between the 5th and 10th year of purchase.
- 50% of said price if the defect occurs between the 10th and 15th year of purchase;
- 25% of said price if the defect occurs between the 15th and 25th year of purchase.



**6. APPLICABLE LAW AND JURISDICTION**

This Limited Warranty is regulated exclusively by Italian law. For any dispute arising from the interpretation, execution and/or validity of this Limited Warranty, the Court of Milan shall have exclusive jurisdiction, also for connected causes of action.

