



LAPITEC
NATURALLY ITALIAN

**10 Year Limited
Commercial Warranty**

Lapitec Commercial Warranty

10 Year Standard Limited Warranty for Lapitec when used in floorings, claddings, facades and outdoor kitchen

This conventional Warranty is offered for the Product(s) LAPITEC, when it is used for floorings, claddings, facades and outdoor kitchens. This Warranty is offered by the manufacturer, Lapitec S.p.A, with headquarter in Vedelago (TV) via Bassanese 6, and, if the conditions described below apply, the beneficiaries may contact us with their claims:

- By address: Via Bassanese 6, 31050 Vedelago (TV), Italy
- By phone: +39 0423 703811
- By Fax: +39 0423 709540
- By email: info@lapitec.com

Limited Warranty

Lapitec S.p.A. ("Lapitec") warrants to the buyer (the "Buyer") to which Lapitec has sold its Lapitec® sintered stone surface(s) (the "Product(s)"), for a period of ten (10) years after the date of delivery of the Product(s) to the Buyer, which must be demonstrated, by the date on the invoice issued by the Manufacturer to the Buyer at the time of the sale, that Lapitec® sintered stone surfaces in the various finishes used for flooring, claddings, facades and outdoor kitchens will be free of manufacturing defects and/or structural defects and will not be subject to change, provided that they are fabricated and installed correctly, and the care and maintenance instructions available time by time on the website www.lapitec.com.

Claims for damages arising from incorrect fabrication and installation, and from incorrect cleaning the Product(s) in ways not specified in the care and maintenance instructions, or carried out in a different manner than the ones described in the manuals available time by time on the website www.lapitec.com, are not covered by this Warranty due to the fact that manuals are considered integral and essential parts of this Warranty.

This conventional Warranty is offered by Lapitec exclusively to the original Buyers of the Product(s), namely to the customers that receive the supply of the Product(s) directly from Lapitec and use it on floorings, claddings, facades and outdoor kitchens, regardless of the installation system used.

This Warranty, which is in addition to the ordinary Warranty issued by the seller in accordance with the provisions of Italian law, expressly excludes any claim from consumers that have received the Product(s), under any title, from persons or entities other than the manufacturer, i.e. Lapitec, or if the Product(s) is used for purposes other than those expressly and exhaustively contained in the technical manuals downloadable from the website www.lapitec.com.

This Limited Warranty is applicable where not differently agreed in writing between the parties.



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Technical Characteristics

All instructions and information relevant to the use and maintenance of the Product(s) contained in the technical manuals downloadable from the website www.lapitec.com, which the Buyer declares to know, are expressly accepted by the Buyer, with reference to the latest version available at the time of purchase of the material.

Lapitec guarantees that the technical characteristics of the Product(s) will at least correspond to those specified in the technical data sheet valid at the time of purchase of the material, downloadable from the website in the section www.lapitec.com/download. The regulations and relevant test method adopted for the definition of the aforementioned technical characteristics are, therefore, expressly accepted by the Buyer. The Buyer declares herein to be aware of current regulations in the country of destination of the goods, even if different from Italy, and that are applicable to the supply covered by this order confirmation, as well as to accept the supply, in any case, holding Lapitec harmless relevant to any and all discrepancies between rules applicable in the different countries. Technical characteristics are the dimensional, aesthetic, and physical features, referring to the uses for which the Product(s) is intended.

Lapitec will not be held liable for any material damaged due to incorrect use, referable to handling, storage and inappropriate use of its Product(s). Lapitec warrants its material if used according to the methods and criteria provided in the technical manuals in force at the time of sale.

Limited Warranty Conditions

This Limited Warranty shall be null and void and/or shall be deemed revoked upon any failure to fully adhere to any of the following conditions:

- 1) The Buyer has paid the price of the Product(s) in full and has complied with all its (payment) obligations to Lapitec;
- 2) The Product(s) shall have been installed to meet all applicable building codes and standards, laws and regulations;
- 3) The Product(s) must be installed and maintained strictly in accordance with the relevant technical manuals current at the time of installation and must be installed in conjunction with the components or products specified in the manuals available on www.lapitec.com; further, all other products, including coating and jointing systems, applied to or used in conjunction with the Product(s) must be applied or installed and maintained strictly in accordance with the relevant manufacturer's instructions and good trade practice;
- 4) The storage, transport, processing, application, fabrication, installation and/or maintenance instructions for the Product(s), specified at www.lapitec.com when the Product(s) were delivered by Lapitec to the Buyer, have been fully adhered to;
- 5) Upon delivery of the Product(s) to the Buyer, the Buyer shall have promptly inspected the Product(s) to determine the presence of any defects that are apparent, or should have been apparent, to the Buyer by a visual inspection, and the Buyer shall have notified Lapitec of any such defects in writing within thirty (30) days of the date of delivery of the Product(s) to the Buyer, or within fifteen (15) days of first inspection provided such inspection occurs within a year and the Product(s) have been stored according to the guidelines specified at www.lapitec.com
- 6) The builder/installer must ensure the Product(s) meet aesthetic requirements before installation; after installation of the Product(s), Lapitec is not liable for claims arising from differences/variations in the surface tonality if such differences/variations were, or would upon reasonable inspection have been, apparent prior to installation;
- 7) If the defect was reasonably apparent prior to installation, then the claim must be made prior to installation;
- 8) The Product(s) shall not have been modified or altered following delivery of the Product(s) to the Buyer, above all in case the Product(s) have been supplied cut-to-size and/or drilled, except as necessary for proper installation meeting all applicable building codes and standards;
- 9) Upon receipt of a claim pursuant to this Limited Warranty, Lapitec shall have been afforded reasonable opportunity to inspect the allegedly defective Product(s) and the Buyer shall have provided Lapitec with any and all information and documentation in the Buyer's possession or control regarding the Product(s), including information concerning installation and maintenance.



Remedy

If the Product(s) fail to conform to this Limited Warranty, Lapitec, at its sole option and discretion, shall either repair the defective Product(s) or furnish replacement Product(s). Repair or replacement of defective Product(s) shall be the sole and exclusive remedy hereunder. The period of Limited Warranty applicable to a repaired or replaced Product(s) shall be equal to the unexpired period of this Limited Warranty. If Lapitec chooses to repair the defective Product(s), Lapitec must be allowed to make the repair. If Lapitec chooses to supply new Product (s), Lapitec will try to supply Product(s) that matches the color of the Product(s) originally supplied as closely as possible and is not obliged to supply an identical color.

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(s) that need to be replaced. The Warranty does not include coverage for any other ancillary expense - including labor and installation as described hereunder – 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(s).

Specifically, this Limited Warranty excludes all costs related to the removal of the damaged Product(s), the installation of the new substituting Product(s), 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, even if they arise from the inability to have access to the building or from the interruption of normal activities in the building where the Product(s) was installed.

All rights and claims that the Buyer has under this Limited Warranty expire ten (10) years from the date on which the Product(s) are delivered to the Buyer.

Exclusions

The Manufacturer is liable only for defects pertaining to the quality of the original Product(s) such as production and/or structural defects directly attributable to the manufacturing of the Product(s). The Manufacturer is not responsible for any defect in the Product(s) resulting from processing, fabrication, and 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 Product(s), the making of the anchoring systems selected by those installing the Product(s), the shaping of the edges, as well as the polishing of the edges;
- Installation: meant as any activity required in installing and cutting the Product(s);
- Installing and/or pairing of the Product(s) 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 Product(s) that are still intact and properly stored and maintained, Lapitec offers this Warranty only for those Product(s) that have 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 Warranty. In any event, this Warranty does not cover cases of improper and/or inadequate use and ill-treatment of the Product(s), even if not attributable to the Buyer and his successors, such as:

- a) Improper or inappropriate use, care or maintenance of the Product(s) and, in general, non-compliance with the instructions and requirements contained in the care and maintenance instructions available on the website www.lapitec.com;
- b) Differences in color between the sample shown at the time of purchase and the Product(s) delivered;
- c) Physical, chemical and mechanical abuse;
- d) Improper preparation or maintenance of the site where the Product(s) are installed;
- e) Use of the Product(s) for any other application rather than floorings, claddings, facades and outdoor kitchens;
- f) Using the Product(s) in abnormal ways and/or conditions that exceed the limits of tolerance and resistance indicated in the technical data sheet valid at the time of purchase of the material, downloadable from the website in the section www.lapitec.com/download, or not respecting the technical requirements for which it was designed;
- g) Inadvertent damage and/or damage arising from a fortuitous accident and/or force majeure;
- h) Damage caused, directly and/or indirectly, to persons, things and animals as a result of wrongful conducts, such as the ones that are expressly not covered by this Warranty and listed in points of this Article, or failure to follow the instructions contained in the care and maintenance instructions available on the website www.lapitec.com;



Exclusions continued...

- i) poor workmanship, poor design or detailing;
- j) settlement or structural movement and/or movement of materials to which the Product(s) is attached;
- k) incorrect design of the structure;
- l) breaks or cracks caused by incorrect sizing of the structures supporting the Product(s) and/or by events directly or indirectly attributable to the installation and the building of substructures, frames, and anchoring systems;
- m) Lapitec is a natural product and its production process, with a sintering phase at over 1200°C, allows to obtain slabs characterized by minimal surface tone differences/variations; differences/variations in the surface tonality, which do not affect the fitness for purpose of the Product(s), are permitted;
- n) normal weathering;
- o) exposure to corrosive elements in the atmosphere;
- p) growth of mould, mildew, fungi, bacteria, or any organism on any Product(s) surface (whether on the exposed or unexposed surfaces);
- q) the use of harmful cleaning compounds;
- r) windstorm, sandstorm, natural disaster, riot, vandalism, malicious mischief, impact, unreasonable use, misuse, physical abuse, accidental damage, act of war, terrorism, civil disobedience, or any "force majeure" whatsoever.

Claims

In order to benefit from the rights provided by this Warranty, it is the responsibility of the Buyer of the Product(s) used for floorings, claddings, facades and outdoor kitchens to notify Lapitec of the defect identified in the Product(s) by mailing the claim, via registered mail with return receipt, at the address indicated above no later than fifteen (15) days after the discovery of the defect or fault.

The claim must be accompanied by a copy of the sale invoice issued by Lapitec, which will prove the date of purchase and, if different, the date of delivery, and will supply the identification data of the Product(s). For this Warranty to be valid, it is therefore necessary to properly store the abovementioned documentation, send a copy of it along with the notification of the defect, and show the original documentation to the Lapitec staff in case of intervention. This Warranty is valid only in the events and cases expressly listed above, only if the Buyer, its successors and/or the end consumer, comply with the requirements set out in the care and maintenance instructions and in the technical manuals available on the website www.lapitec.com, and only if, in order to enforce this Warranty, the Buyer notifies Lapitec of the claim in a timely manner.

Replacement

While the Warranty is valid, the substitution will be provided entirely free of charge by staff of Lapitec. Since the Product(s) are made with raw materials found in nature (natural minerals) and for which special collections are created, according to technical and aesthetic choices that continuously improve, Lapitec is committed, for the entire duration of the Warranty itself and when necessary and covered by this Warranty, to replace the Product(s) with other Product(s) that Lapitec, at its sole discretion, considers similar - by type, thickness, dimensions, specifications and color - to the one being replaced. The replacement Product(s) will be selected among the Product(s) available and those being produced at the time when the replacement is needed. Therefore, Lapitec does not guarantee a perfect match between the replacement Product(s) and the Product(s) originally supplied and shall not in any way be held responsible for any color, type, thickness, and size discrepancies, for different technical features, or overall aesthetic appearance after installation.

Non-transferability

This Warranty cannot be transferred since the Manufacturer conventionally provides it to the original Buyer. This Warranty cannot be relied upon by any other person.



Disclaimer

Except as expressly provided herein, the Product(s) provided are sold "as is," and Lapitec expressly disclaims any and all other warranties, express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, and any warranties arising from course of dealing or trade usage. This Limited Warranty is the sole and exclusive Warranty provided by Lapitec, and supersedes all other warranties, including any based upon oral or written representations. In no event Lapitec shall be liable for any claims, costs or damages arising out of or relating to lack of compliance with any applicable code(s) or industry standard(s). All other claims made by the Buyer are excluded. Any transfer or assignment of rights by the Buyer under this Limited Warranty shall be void. Limitations of liability may be precluded in the event of gross negligence or willful misconduct on the part of Lapitec and/or its management.

The recommendations in technical manuals are based on good building practice but are not an exhaustive statement of all relevant information and are subject to conditions stated above. Further, as the successful performance of the relevant system depends on numerous factors outside the control of Lapitec (e.g. quality of workmanship and design), Lapitec shall not be liable for the recommendations in that literature and the performance of the relevant system.

Governing Law and Competent Court

This Warranty is governed by and shall be construed in accordance with the laws of Italy. Any dispute arising out of or in connection with this Warranty will be submitted to the exclusive jurisdiction of an Italian judge and the Court of Treviso.

Legal Action

Any legal action, suit or proceeding against Lapitec arising out of or relating to this Limited Warranty shall be barred if not commenced within one (1) year of the date the Buyer discovered or should have reasonably discovered that a Product or Products fail to conform to this Limited Warranty.

