

FLORIM STONE Residential Countertop Slabs 10 YEAR LIMITED WARRANTY

Florim Ceramiche S.p.A. (hereinafter referred to as "Florim") guarantees FLORIM STONE porcelain countertop slabs against manufacturing defects, for 10 (ten) years from the date of purchase by the end-user purchaser, subject to the following terms and conditions.

This warranty exclusively covers FLORIM STONE porcelain countertop slabs installed as a kitchen and/or bathroom countertop in a residential environment. Any other use and/or other products of the Florim Group are excluded from the scope of this warranty.

This warranty does not cover, in any way, material defects originating subsequent to the FLORIM STONE slab manufacturing process, including, by way of example but not limited to, the layout or fabrication of the material (cutting, sanding / lapping, anti-stain treatments), handling and installation.

FLORIM STONE slabs used by the distribution network as sampling or exhibition material are excluded from this warranty.

This warranty is valid only for the end-user purchaser and is not transferable to third parties.

EXCLUSIONS

This warranty does not cover:

- Damage to FLORIM STONE slabs caused by events or natural disasters or by any other cause that cannot be controlled and / or foreseen by Florim.
- Damage to the slabs and direct or indirect damage caused to property or persons due to:
 - Improper use of the FLORIM STONE slabs and/or failure to comply with the instructions for cleaning and maintenance contained in the Florim websites or in other Florim documentation.
 - Damage caused by interaction with other products, any processing or treatment of FLORIM STONE slabs not authorized in writing by Florim.
 - Damage resulting from deficiencies and inadequacies in the cabinetry or other structures used to support FLORIM STONE slabs.
 - Damage caused by mechanical stresses of any kind, including but not limited to: vibrations, shocks and excessive static loads. Damage that may appear after installing the slab as a countertop will be considered a consequence of excessive mechanical stresses and, therefore, not attributable to material defects.
 - Damage to FLORIM STONE slabs that have been moved with respect to the initial installation site.
- Damage or defects to FLORIM STONE slabs deemed insignificant by Florim's technical staff, including by way of example but not limited to: slight imperfections, presence of small drops of glaze on the surface of the slabs, color and/or gloss differences between the sampling of the material or marketing images and the product delivered. In no event will Florim consider claims for compensation based on any aesthetic difference that may be found between product samples and/or marketing images and slabs provided to the customer to be admissible.
- Any type of material defect that is clearly visible at the time of delivery.

The fabrication and/or installation of FLORIM STONE slabs by unqualified personnel will automatically lead to the forfeiture of this warranty, regardless of the nature of, and responsibility for, any defect found in the slabs.

Florim's obligation is, in any case, limited to the replacement or repair of defective slab material, at Florim's sole discretion. Florim expressly excludes responsibilities for any other costs, direct or consequential, including by way of example, but not limited to, costs of removal and rearrangement of furniture, equipment, machinery etc., lost profits due to interruption or suspension of activities, inconveniences, indirect damages, etc.

WARRANTY REGISTRATION & CLAIMS

The request for intervention under warranty, must be sent to Florim within 7 days from the discovery of any defect, attaching a copy of the invoice, delivery document and bank documentation confirming the payment. Florim will not consider disputes in case of incomplete or non-payment.

The lack, even partial, of the requested documentation renders this warranty not applicable.

Once defects are reported to Florim, no further claims regarding defects in those same slabs will be considered by Florim.

CLAIM RESOLUTION & COMPENSATION

For the purposes of this warranty, all decisions regarding the existence of any manufacturing defects in FLORIM STONE slabs, will be made exclusively by Florim's technical staff and will be binding on all parties involved in the complaint.

The end-user customer agrees to provide access to the installed product to Florim or its designated representatives to verify the reported defects.

Florim reserves the right to request a sample of the material deemed defective for the appropriate technical laboratory checks.

Florim agrees to communicate in writing to the end-user customer who will activate this warranty the result of its own assessment regarding the existence of any manufacturing defects, within a reasonable time frame. This notification will be followed, in case of acceptance, by the communication to the end-user owner of the defective material of the authorization to repair the defective FLORIM STONE slab, or replace it with another of the same type or, if this is not possible, with material as similar as possible for graphics, color, tone, thickness and surface finish to that originally purchased.

In no case will expenses be reimbursed for the masonry, hydraulic or electrical work required for the removal of the defective slabs and the subsequent installation of the new FLORIM STONE slabs.

Under no circumstances can cash compensation be paid to the end-user owner of the defective FLORIM STONE slabs.

JURISDICTION & APPLICABLE LAW

For any dispute arising from the application of this warranty, or in relation to it, the Court of Modena (ITALY) will have exclusive jurisdiction. This document is governed by Italian law. The registration of the warranty implies the acceptance of the clauses contained in it in all its parts.

The foregoing is the complete warranty for FLORIM STONE and supersedes all other warranties and representations, whether oral or written. Except as expressly set forth above, no other warranties are made with respect to FLORIM STONE and Florim expressly disclaims all warranties not stated herein, including, to the extent permitted by applicable law, any warranty that may exist under national, state, provincial or local law including but not limited to any implied warranty of merchantability or fitness for a particular purpose. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.