

MANUFACTURER'S LIMITED WARRANTY
FOR LAMINAM KITCHEN COUNTERTOPS FOR PRIVATE USE

LAMINAM USA Inc. ("**LAMINAM**"), as distributor, warrants its ceramic slabs used in the furniture sector for the construction of kitchen countertops, for a (25) twenty-five-year period from the date of purchase, under the terms and conditions set forth below.

1. SCOPE OF THIS LIMITED WARRANTY

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 consumer who purchases the Product for installation in a residence ("**Consumer**") 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.

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**;
- 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 Consumer or non-authorized third parties and/or not appointed by LAMINAM;

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- 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, 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, and 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.

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- it only covers Products purchased after January 1st, 2023, in North America, from authorized dealers, fabricated and installed in the North American territory by suitable qualified persons and whose invoice has been paid in full;
- it starts from the date of purchase by the Consumer, as evidenced by the receipt, invoice, accompanying and transport document, or other proof of purchase of the Product;
- it may be transferable if the address at which the Product was originally installed is the same as that communicated during the registration process;
- it is enforceable only if registered **within 6 (six) months** from the purchase date of the Product;
- 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 CONSUMER; 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 CONSUMER. 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 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. 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;

- this Limited Warranty gives to the Consumer specific legal rights, and he may also have other rights which vary from State to State.

4. REGISTRATION METHOD

This Limited Warranty will only be effective if the Product is registered **within the essential deadline of 6 (six) months from the time of purchase**. Registration must take place by accessing the "**REGISTER YOUR PRODUCT**" section on the website **www.laminam.com**, by entering the necessary information to identify the buyer, the Product, the seller, and the installation address.

Upon successful completion of the registration process, a warranty certificate identification code will be issued; this code must be provided when reporting any defects or claims.

5. 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 Consumer by means of a registered letter with return receipt sent to LAMINAM at 119 Snow Boulevard, Concord, ON L4K 4N9, Canada, or by email to the address warranty-northamerica@laminam.com **no later than 60 (sixty) days from the identification of the defect**.

The following information must be attached to the communication:

- i. the description of the defect found, accompanied by suitable photographic documentation;
- ii. indication of the warranty certificate identification code received upon completing the registration process;
- iii. information of the location where the Product is installed;
- iv. a copy of the payment invoice or receipt. The invoice must indicate the series, colour, thickness of the Product and the wording Q1 ("*Identification Data*"). If the purchased Product(s) have been renamed by the seller/retailer, in the invoice or another document issued at the time of purchase, the Identification Data of the corresponding LAMINAM product must in any case be indicated;
- v. a copy of the accompanying and transport document of the Product(s), if applicable, and/or of the furniture where such was used.



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, iv, v*, 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 provided during the registration process.

6. PRODUCT REPLACEMENT

Upon receipt of the claim 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. The Consumer must allow LAMINAM or its representatives, if deemed necessary, to inspect the Product at their residence.

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 Consumer within the predetermined limits indicated below:

- 100% of the price of the Product charged by LAMINAM to its distributor on the date of receipt of the complaint, if the defect occurs between the 1st and 5th year of the purchase of the Product;

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- 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.

7. DISPUTE RESOLUTION

Any disputes concerning this Limited Warranty, shall be governed by and construed in accordance with the laws of Massachusetts without giving effect to any choice or conflict of law provision or rule. Consumer expressly agrees that any disputes must first be submitted for Informal Dispute Settlement (IDS) with the Better Business Bureau (BBB) before any legal action can be brought, and that if resolution cannot be reached through IDS, the federal and state courts of Massachusetts shall have exclusive jurisdiction over any lawsuit arising out of or relating to this Limited Warranty or the Product, and Consumer expressly consents to such jurisdiction.

