

Conventional Warranty Certificate of Lapitec S.p.A.

This initiative represents an added value with respect to the consumer rights provided by the current law

1. 10 Year Warranty

Lapitec S.p.A. warranty applies to the product manufacturing defects, meaning defects at source and/or structural faults, for 10 years as from the purchasing date according to the terms and conditions specified here under.

2. Warranty Restrictions

This warranty applies to Lapitec[®] surfaces such as tops, cladding and flooring, installed both indoor and outdoor on a permanent basis, for residential applications only.

Lapitec S.p.A. operates through a distribution network - stocked with slabs having standard size, thickness and finish - supplying authorized shops, which process and transform the finished product according to the specifications agreed between sales network and consumer, therefore this warranty never applies to defects deriving from later Lapitec[®] production phases such as design, material processing (cutting, profiling, polishing, etc.), transportation and installation.

This warranty does not apply to any surface that has been used as a showpiece by the distribution network.

In addition, this warranty does not apply to:

- Direct and indirect damages to persons and/or properties due to product misuse and/or failure to comply with the instructions given to the consumer when purchasing the product or included in Lapitec[®] pamphlets, website or documents;
- Direct and indirect damages, expenses or any possible loss of earnings due to faults of the product, including faults occurred during both the complaint lodgement procedure and the period required for damage compensation;
- Colour differences between material sampling and product delivered;
- Material damaged due to:
 - Thermal shock and/or exposure to direct heat sources
 - Physical, chemical and mechanical abuse
 - Improper preparation or maintenance of the installation site
 - Chippings when exclusively due to collisions with objects
 - Natural disasters or any other cause which is beyond Lapitec S.p.A. control

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3. Warranty Activation and Fault Notification

- At the time of purchase, the consumer shall ask the reseller for the Lapitec CARD required to activate the warranty as well as the fiscal document substantiating the purchase.
- In order to activate the warranty, the consumer shall access the site www.lapitec.com and fill every field of the form in the section "activate the warranty". The registration shall occur within, and not later than, 30 days as from the purchasing date. Failing the receipt of an email notifying that the data has been received, the registration process will not be considered accomplished.
- In case of material defects, the consumer shall file the complaint with the reseller within 8 days as from the defect identification through registered mail, return receipt requested. A copy of both the fiscal document substantiating the material purchase and the email confirming the activation of the warranty shall be attached to the complaint, as well as pictures showing the defect for which the warranty right is exercised.

4. Compensation

Once the compliance of all the requirements specified above is verified, Lapitec S.p.A., at its discretion, could proceed with the compensation as specified here under within a reasonable lapse of time:

- Repairing the defected product
- Making available to the consumer the necessary quantity of new Lapitec[®] slabs to replace the defected products at the transformation shop that processed the product originally. The new slabs in replacement shall possibly be similar as to colour, thickness and collection to those formerly purchased. In the event that the requested material is no longer produced, it will be replaced with the most similar material available at the time of the request for compensation. It is agreed that the compensation does not include all the phases following the slab supply such as processing and finishing operations, transportation, removal of the defected materials and installation of the new material.
- Paying a compensation equal to the selling price per square metre that Lapitec S.p.A. grants to its reseller, multiplied by the square metres of the material to be indemnified and reduced by a percentage calculated on the base of the years of utilization as follows: 100% if the defect is notified between the 1st and 4th year as from the purchase; 75% if the defect is notified between the 5th and 6th year as from the purchase; 50% if the defect is notified between the 7th and 8th year as from the purchase; 25% if the defect is notified between the 9th and 10th year as from the purchase.

Lapitec S.p.A. reserves the right to send its own inspector by the consumer's premises in order to examine the notified defects. Should the inspector discover that notified defects are inconsistent and are only due to lack of appropriate maintenance of the Lapitec[®] surface, the cost of the intervention will be charged to the consumer (personnel, direct costs and cost of the products used for maintenance).

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5. Transfer of the Material to Third Parties

In the event that the consumer transfers the product to third parties while this warranty is in force, he shall communicate to Lapitech S.p.A. the details and address of the assignee within, and not later than, 30 days as from the date of the transfer; at the same time, the assignee must receive all the documentation specified in the "Warranty Terms" or else the warranty will be considered expired.

Lapitec S.p.A. reserves the right to subordinate the transfer of the warranty in favour of the assignee to the inspection of the product and the transfer of the warranty will not extend its duration: the warranty effective date will be the date of the first purchase.

6. Privacy and Use of Personal Data

Lapitec S.p.A. undertakes to respect the Privacy Protection Law when using the personal data received to the purpose of activating the warranty.

7. Place of Jurisdiction

All disputes arising in connection with this warranty or with its application shall be settled by the competent Court of Treviso (Italy) only. This agreement is governed exclusively by the Italian law.

Lapitec S.p.A. details

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