

guarantee certificate



LAMINAM[®]

FOR TILING FAÇADES

This guarantee is valid and applicable and will come into effect according to the terms of the document
“Standard guarantee for products used for tiling façades”
to be requested from Laminam SpA

CONVENTIONAL WARRANTY FOR LAMINAM WHEN USED IN BUILDINGS' FACADES

This conventional Warranty is offered for the product LAMINAM , when it is used for the buildings' façades. This warranty is offered by the manufacturer, LAMINAM S.p.A., with headquarters in Fiorano Modenese (MO) via Ghiarola Nuova 258, and, if the conditions described below apply, the beneficiaries may contact us with their claims:

- By mail: Office for Quality Safety Environment
LAMINAN S.p.A.

Via Ghiarola Nuova 258,

41042 Fiorano Modenese (MO), Italy

- By phone: 39- 0536 - 1844200 (request to be connected to the Office for Quality, Safety, Environment);

- By Fax: 39- 0536 1844201 (address all communications to the Attention of the Office for Quality, Safety, Environment);

- By email: info@laminam.it;

Article 1

This conventional Warranty is offered by LAMINAM S.p.A. exclusively to the original Buyers of the product LAMINAM, namely to the customers that receive the supply of the LAMINAM directly from LAMINAM S.p.A. and use it on buildings' façades, 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 in Italian law, expressly excludes any claim from consumers that have received the product, under any title, from persons or entities other than the manufacturer, LAMINAM S.p.A., or if the product is used for purposes other than those expressly and exhaustively listed in the previous paragraph.

This Warranty covers also LAMINAM with "Filo" Series and with glossy surface finish obtained with a post-firing process (such as the series Collection Lucidato), regardless of their intended use and limited to the features described in points b), c), d) of Article 4 below.

Article 2

Under this Warranty, if the product is found to have flaws and/or defects attributable to the distinctive features identified in Article 4., the Manufacturer guarantees to the Buyer (as defined in Article 1), who has purchased the new product and has used it, regardless of the installation system, for the façades of buildings in accordance to the mandatory conditions set forth in this document, free replacement with the same product, or one with similar features and dimensions as better specified in Article 8. 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 that needs to be replaced. The Warranty does not include coverage for any other ancillary expense - including labour and installation as described in Article 5 – 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.

Specifically it excludes all costs related to the removal of the damaged slabs, the installation of the new substituting slabs, 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 was installed.

Article 3

LAMINAM S.p.A. guarantees the quality of its product LAMINAM when used on the façade of buildings, regardless of the method of installation used, for a period of 25 years from the date of purchase, which must be demonstrated, by the date on the invoice issued by the Manufacturer to the Buyer at the time of the sale.

Article 4

The LAMINAM products are porcelain stoneware slabs reinforced with fiber mats applied to the back. Their maximum size is 1000x3000 mm and their physical-mechanical features are listed in the data sheet that accompanies the product.

Thanks to the products non-absorbency and high resistance to chemicals, physical stress and atmospheric agents, LAMINAM S.p.A. guarantees the following product's features for the period of time indicated in Article 2:

- a) Colours and surfaces durability; even after prolonged exposure to light (Colour resistance to light DIN 51094: unaltered surface at completion of testing);
- b) Waterproof surface (ISO 10545-3: water absorption average 0.1%);
- c) Frost resistance (ISO 10545-12: no damaged slab after 100 cycles from -5°C to +5°C; ASTM C1026: no damage after 15 cycles);
- d) Thermal shock resistance (ISO 10545-9: no slab damaged by 10 cycles from 145°C to 15°C, ASTM C484: no sample damaged);
- e) Scratch resistance when it comes into contact with materials that are softer than ceramics; for example, a steel tip (UNI EN 101: Mohs scale value ≥ 6)
- f) Chemical resistance (ISO 10545-13: no visible consequence after immersion in the test solutions for 12 days; ASTM C650: no sample damaged)
- g) Resistance to permanent stains (ISO 10545-14: Class 5, staining agents can be removed with hot water; ASTM C1378: no sample damage).

Thanks to the distinctive features and qualities of the product, cleaning the slabs will be exceptionally simple and effective.

However, claims for damages arising from cleaning the slabs in ways not specified in the Cleaning and Maintenance manual

(please refer to it), or carried out in a different manner than the ones described in the manual, are not covered by this Warranty DUE TO THE FACT THAT the Cleaning and Maintenance manual is considered an integral and essential part of this Warranty.

Article 5

The Manufacturer is liable only for defects pertaining to the quality of the original product such as production and/or structural defects directly attributable to the manufacturing of the slabs. The Manufacturer is not responsible for any defect in the product 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 slab, the making of the anchoring systems selected by those installing the product, the shaping of the edges, as well as the polishing of the edges;
- Installation: meant as any activity required in installing and cutting the slabs;
- Installing and/or pairing of the slabs 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 slabs that are still intact and properly stored and maintained, LAMINAM S.P.A. offers this Warranty only for those slabs 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, even if not attributable to the Buyer and his successors, such as:

- a) Improper or inappropriate use, care or maintenance of the product and, in general, non-compliance with the instructions and requirements contained in the maintenance and cleaning manual accompanying the product and also available on the manufacturer's website at www.laminam.it ;
- b) Differences in colour between the sample shown at the time of purchase and the product delivered;
- c) Physical, chemical and mechanical abuse;
- d) Improper preparation or maintenance of the site where the slabs are installed;

- e) Use of the product for flooring;
- f) Using the product in abnormal ways and/or conditions that exceed the limits of tolerance and resistance indicated in Article 4, points a), b), c), d), e) f) g), 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 a), c), d), e), f) and g) of this Article, or failure to follow the instructions contained in the maintenance and cleaning manual accompanying the product and also available on the manufacturer's website at www.laminam.it.
- i) Breaks or cracks caused by incorrect sizing of the structures supporting the slabs and/or by events directly or indirectly attributable to the installation and the building of substructures, frames, and anchoring systems.

Article 6

In order to benefit from the rights provided by this Warranty, it is the responsibility of the Buyer of LAMINAM used for buildings' façades to notify LAMINAM S.p.A. of the defect identified in the product by mailing the claim, via registered mail with return receipt, at the address indicated above no later than fifteen days after the discovery of the defect or fault.

The claim must be accompanied by a copy of the sale invoice issued by LAMINAM S.p.A., which will prove the date of purchase and, if different, the date of delivery, and will supply the identification data of the Product. For this Warranty to be valid, it is therefore necessary to properly store the above-mentioned documentation, send a copy of it along with the notification of the defect, and show the original documentation to the LAMINAM S.p.A. staff in case of intervention.

Article 7

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 Cleaning and Maintenance manual that accompanies the product, also available on the manufacturer's website at www.laminam.it, and only if, in order to enforce this Warranty, the Buyer notifies LAMINAM S.p.A of the claim in a timely manner.

Article 8

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

Article 9

This warranty cannot be transferred since the Manufacturer conventionally provides it to the original Buyer, as described in the above Article 1.

Article 10

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