

Certificate

Façade application | WARRANTY

25
YEARS

We are architects of our environment, we pursue uniqueness.

CONVENTIONAL WARRANTY FOR LAMINAM PRODUCTS USED FOR FAÇADES

This conventional Warranty applies to LAMINAM products when used for the construction of building façades. The Warranty is provided by the manufacturer, LAMINAM S.p.A., whose slabs are produced in the following three factories:

- **LAMINAM FIORANO:** Via Ghiarola New, 258 | 41042, Fiorano Modenese (MO) | Tel. +39.0536.1844200 - Fax +39.0536.1844201 | info@laminam.com
- **LAMINAM BORGO VAL DI TARO:** Via Primo Brindani 1 | 43043, Borgo Val di Taro (PR) | Italy | Tel. +39 0525 97864
- **LAMINAM LLC:** Kaluzhskaya oblast | Borovskiy raion | Dobrino village 10 Vostochniy proezd building1 | Russian Federation | Tel. +7 495 274 03 00

to which all eligible parties can address any requests as per the conditions described below.

Art. 1

This conventional warranty is offered by LAMINAM S.p.A. exclusively in favour of the direct Purchaser of the LAMINAM product, by which is meant the Customers of LAMINAM S.p.A. who receive the supply of the LAMINAM product from the latter and use it in the construction of building façades, regardless of the application system.

The application of this warranty, which is in addition to the ordinary guarantee due by the seller under the provisions of Italian law, is expressly excluded in the event that the same product is received by the user, for any reason, from parties other than the manufacturer LAMINAM S.p.A. or in cases where the product is used for purposes other than those expressly and unconditionally indicated in the previous paragraph.

This Warranty is also provided for LAMINAM surfaces with "Filo" Series finish and with finishes having a glossy surface produced by an after-firing processing of the slab (Lucidato Collection series type), regardless of their intended use, limited to the characteristics set forth in points b), c), d) of the following Art. 4.

Art. 2

Pursuant to this Warranty, the Manufacturer undertakes towards the Purchaser, as exactly identified in art. 1 above, who has purchased the new product and has used it for the construction of building façades, independently of the application system, under the mandatory conditions provided for in this document, to carry out the only replacement free of charge - with a product equal or similar in technical specifications and dimensions as better specified in art. 8 below - of the product recognised as affected by the faults and defects in relation to the specific features identified in art. 4 below, within an appropriate deadline. This deadline will be determined by the Manufacturer in relation to the extent of the specifications of the product to be replaced, excluding any other ancillary activity - among others processing and installation as described in art. 5 below, and other charge, compensation and/or indemnity for both consequential damage and loss of profit, even if the same are due to product defect. In particular, all charges necessary for the removal of the damaged slabs, the installation of the new slabs supplied in replacement of the first ones and the consequent restoration works and, in general, any other compensation and/or indemnity for direct, indirect and consequential damage, expenses and loss of profit, even if deriving from the impossibility of using the building or from interruptions to the activities carried out in the building where the product was used for the façade(s), are not included.

Art. 3

LAMINAM S.p.A. guarantees to the Purchaser the quality of its LAMINAM product when used in the construction of building façades and regardless of the application system used, for the duration of 25 years, starting from the date of purchase, which must be proved by the eligible person exclusively by means of the document for tax purposes (invoice), issued by the Manufacturer at the time of sale.

Art. 4

The product bearing the LAMINAM brand consists of solid porcelain stoneware slabs with any reinforcing fibres applied to the back, with maximum dimensions of 1000x3000mm, 1200x3000mm and 1620x3240mm, whose physical and mechanical specifications are indicated in the technical data sheet accompanying the product.

Due to its high level of resistance to chemical and physical stress, to the action of weather agents and to the non-absorbency of the product, LAMINAM S.p.A. guarantees, for the duration specified in article 2 above:

- a) the inalterability of the colours and the surface after prolonged exposure to light (fastness of colour to light DIN 51094: no surface alteration after testing);
- b) the impermeability of the surface (ISO 10545-3: average water absorption $\leq 0.3\%$);
- c) the frost resistance (ISO 10545-12: no slab damaged after 100 cycles from -5°C to $+5^{\circ}\text{C}$; ASTM C1026: no damage after 15 cycles);
- d) resistance to thermal shock (ISO 10545-9: no slab damaged after 10 cycles from 145°C to 15°C ; ASTM C484: no sample damaged);
- e) scratch hardness of surface in case of contact with materials softer than ceramics, for example metals such as iron and aluminium (UNI EN 101: Mohs scale value ≤ 6);
- f) chemical resistance (ISO 10545-13: A to B, according to the classes listed in the catalogue);
- g) resistance to permanent stains (ISO 10545-14: according to the classes listed in the catalogue).

Due to the technical specifications and peculiarities of the product, cleaning of the slabs will be particularly easy and effective. However, any claims for damage to the slabs resulting from cleaning operations that are not covered by the Cleaning and Maintenance Manual, to which reference should be made, or that are carried out in a manner inconsistent with the provisions of the same Manual, will not be covered by this Warranty and will therefore be rejected, being the Manual regarded as an integral and substantial part of the Warranty.



Art. 5

The Manufacturer shall only be liable for defects relating to the quality of the product, i.e. defects of origin and/or structural defects, attributable to the processing of the slabs, whereas it shall not be liable for any defects of the product resulting from its transformation, processing and installation.

This Warranty does not cover defects which are due to a cosmetic textural inconsistency and all defects arising from subsequent stages of production, such as:

- transport and handling in general;
- processing, which is to be understood as any activity of shaping, drilling and cutting of the slab, also for the implementation of the anchoring systems chosen by the installer, shaping of the corners, as well as polishing of the edge;
- installation, to be understood as any activity necessary for its installation and cutting;
- application and/or coupling with other materials subject to dimensional and/or endurance variations, also due to weather agents, humidity, environmental conditions.

Given that the special specifications of resistance to chemical-physical stresses concern the undamaged slabs, correctly stored and preserved, this Warranty is provided by LAMINAM S.p.A. only for the slabs that have not been subjected to processing and installation work, as indicated above, and any conventional warranty for the side surfaces, edges and corners, even if resulting from processing and installation work, remains expressly excluded.

In any case, this Warranty does not cover cases of improper and/or inadequate use and mistreatment of the product, even if attributable to the Purchaser's assignees and in any case to the final user of the product, such as for example:

- a) improper or inadequate use, care or maintenance of the product and, in general, non-compliance with the indications and specifications contained in the Cleaning and Maintenance manual accompanying the product;
- b) colour differences between the sample shown at the time of purchase and the product delivered;
- c) physical, chemical and mechanical misuse;
- d) improper preparation or maintenance of the installation place;
- e) use as flooring;
- f) use of the product in abnormal conditions and/or in conditions that lead to exceeding the tolerance and resistance limits indicated in the previous art. 4, letters a), b), c), d), e), f) and g) or in any case not in function of the technical specifications for which it was designed;
- g) accidental damage and/or due to unforeseeable circumstances and/or force majeure;
- h) damage caused, directly and/or indirectly, to people, things and animals as a result of behaviour falling within the hypotheses of express exclusion from the operation of the warranty, as indicated in points a), c), d), e), f) and g) above, or from failure to comply with the specifications indicated in the Maintenance and Cleaning Manual accompanying the product.
- i) Breakage/crazing due to or caused by the incorrect dimensioning of the structures supporting the slabs, and/or events directly or indirectly attributable to the construction of the substructure, frames, fastening systems and installation.

Art. 6

To make use of the rights envisaged in this Warranty, it is the responsibility of the Purchaser of the LAMINAM product used for the construction of façades to notify LAMINAM S.p.A., at the a.m. addresses, of the defect found on the product by registered letter with return receipt within and no later than fifteen days from the discovery of the defect. The claim must be accompanied by a copy of the sales invoice issued by LAMINAM S.p.A., through which the purchase date and, if different, the delivery date, as well as the identification details of the product, will be proved. In order for this Warranty to be effective, it is therefore necessary that the above documentation is duly kept, sent in copy with the claim of defects and shown in original to the personnel appointed by LAMINAM S.p.A. in case of intervention.

Art. 7

This Warranty is valid, limited to the events and cases expressly provided for above, only if the Buyer, its assignees and in any case the end user, have complied with the prescriptions indicated in the Cleaning and Maintenance manual accompanying the product, and only if the Buyer has contacted LAMINAM S.p.A. to enforce this Warranty.

Art. 8

During the period of validity of the Warranty, the replacement supply will be carried out entirely free of charge by the personnel appointed by LAMINAM S.p.A. Since raw materials present in nature (clays, feldspars) are used for the processing of these products and special collections are created for them, according to technical and aesthetic choices that are continuously improved, LAMINAM S.p.A. undertakes to replace the product, if necessary and falling within the cases provided for by this Warranty, for the whole duration of the Warranty itself, with another product, at its own exclusive judgement, similar - in type, thickness, dimensions, technical specifications and colour - to the one to be replaced, chosen from those in production and available at the time when the need to proceed with the replacement arises. LAMINAM S.p.A., therefore, does not guarantee perfect uniformity between the replaced product and the one originally supplied and cannot in any way be held responsible for any difference in colour, type, thickness, dimensions and technical features, nor for the overall aesthetic appearance of the installation.

Art. 9

This Warranty may not be transferred, as it is conventionally provided by the Manufacturer to the Purchaser, as precisely stated in article 1 above.

Art. 10

This Warranty is governed exclusively by Italian law. Any dispute relating to the interpretation, execution and operation in general shall be submitted exclusively to the jurisdiction of the Italian courts and to the competence of the Court of Modena.

