

Standard Warranty Certificate (Terms & Conditions)

This Standard Warranty is issued for the SapienStone product used for kitchen work tops or tables

Clause 1 Duration

The Sapienstone Standard Warranty guarantees the product quality from manufacturing defects, defined as intrinsic and/or structural flaws of the product, for 10 years with effect from the date of the initial purchase, with the methods and under the conditions indicated below. It cannot be used in conjunction with any other forms of warranty, including legal warranties, that may already have been provided. The Standard Warranty provided does not affect the consumer's rights as set forth in the Consumer Code.

Clause 2 Product description

The physical and mechanical characteristics of the SapienStone materials characterize them as porcelain tiles, made of natural elements including quartz, feldspar and clay. The SapienStone items are semi-finished products of standard dimensions and thickness, which must be further processed and transformed by workshops or marble workers to obtain a finished top. The terms of the warranty therefore takes these unique characteristics into consideration.

Clause 3 Warranty Coverage and Compensation

The Standard Warranty only covers defects related to the product quality, defined as intrinsic and/or structural flaws of the product, according to the relative terms set forth in Heading II of the Consumer Code. Therefore, it does not cover any defects or flaws deriving from the transformation and processing of the SapienStone product, even in case of the circumstances indicated above in Clause 3, since the processing, installation and transportation of the product is carried out by third parties, for whose work SapienStone is in no way responsible, and for which it undertakes no liability.

This Warranty covers products maintained pursuant to the indications available on the website www.sapienstone.it.

Pursuant to this Warranty, which can only be activated with the methods indicated below will only be valid under the conditions established below, in case a quality defect as specified above is identified and acknowledged as existing in the Sapienstone product, our company shall undertake, at its sole discretion, to carry out one of the following actions, which are not combinable:

- I. repair the faulty product;
- II. supply a new tile of the product in a quantity sufficient to replace the top in which the quality defect was detected. SapienStone will not be considered competent or willing to accept liability for all and any phases subsequent to the supply of the replacement product, such as its processing, transformation into a finished top, transportation and installation, and/or for the removal of the faulty top, as these activities are performed by third parties, (as indicated in Clause 3 above), and therefore the relative costs are excluded from this Warranty. The tile to be supplied will be as similar as possible in color to that purchased and, in case this is not possible, another color available at the time of the request will be supplied. It is understood that the difference in color does not constitute authorization to replace other parts of the kitchen;

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- III. pay compensation of up to 100% of the price of the tile applied by SapienStone to its distributors in case repairing the tile or supplying a replacement is deemed impossible or excessively difficult or burdensome. The price of the material will be calculated solely based on the relative price list applied to the distributor, with the relative discount granted, in force at the time of purchase.

Since SapienStone tiles are not products which can be used on their own by the end consumer without undergoing transformation and/or processing, they do not present, *per se*, any contraindications that may prevent potential risks.

The Warranty does not cover the expenses and costs required for any plumbing, electric, masonry and painting interventions, for which the purchaser will always be fully liable, and in any case any other costs required for the replacement of the top.

The warranty is provided for one time only in relation to the first tile purchased, and it is issued with the same. It is only valid for the first requested intervention. Thereafter, it will automatically cease to be valid and will not cover any subsequent tiles supplied as replacements.

The Levigata and Silky surfaces require greater care to be taken, especially in the darker shades; for these products, compliance with the correct maintenance indications posted on the website www.sapienstone.it is essential.

Clause 4 Exclusions

This Warranty does not cover defects that cause aesthetic differences in the material; nor does it cover any faults generated by the phases subsequent to the processing and installation of the same, with the term “processing” defined as the shaping of the tile and the polishing of the edge and the term “Installation” defined as its laying.

The Warranty does not cover commercial uses, including, by way of example, retail outlets, restaurants, offices, hotels or apartment blocks.

Additionally, also pursuant to Clause 117 of the Consumer Code, the Warranty does not cover cases of inappropriate and/or inadequate use or mistreatment of the product, such as, for example:

- A.** inappropriate or inadequate use, care or maintenance of the product while failing to comply with the relative instructions communicated at the time of the sale, also in brochures and the website and/or annexed to the General Terms and Conditions of Warranty;
- B.** Color shading;
- C.** Differences in color between the samples shown at the time of purchase and the delivered product;
- D.** Thermal shocks and exposure to direct heat sources (e.g. failure to use a pot stand);
- E.** Physical and/or mechanical abuse of the product: e.g. chips, scratches and all damage resulting from knocks and blows made with any kind of object;
- F.** Chemical abuse, e.g. damage caused by the application of inappropriate chemical substances or substances that have not been previously authorized;
- G.** Inappropriate preparation or maintenance of the location in which the product is installed;
- H.** Use of the product in anomalous conditions or, in any case, conditions not in line with the technical requisites for which it was designed;
- J.** Cracks on the top of the product that appear following its installation;
- K.** Chips/holes caused by falling objects on the edges and/or surfaces

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The Standard Warranty does not cover tops used or installed by retailers or the sales network in general, or by transformation workshops, as display tops or tops used for the purpose of advertising

Clause 5 Warranty Activation and reporting of defects

In order to exercise the rights envisaged herein, the Consumer who has purchased SapienStone tiles is liable for

Checking, at the time of purchasing the product, that the same is free from defects.

- A. Any failure to do so will cease the validity of the Standard Warranty;
- B. Registering this Warranty by filling in the online registration form on www.sapienstone.it and simultaneously attaching all the requested documentation. The Warranty must be registered within 30 days from the purchase date, otherwise it will cease to be valid.
- C. Reporting the detected product defect no later than 8 days from its discovery by registered letter with return receipt of delivery, email or fax. The report must be accompanied by photographs of the faulty product, a photocopy of the Warranty certificate, a copy of the registration confirmation email and of the relative invoice/tax receipt/ receipt for payment.
- D. The Consumer shall be obliged to prove, by way of a delivery note or a document valid for tax purposes (e.g. tax receipt) issued by the authorized retailer, the date on which the product was delivered, the name of the retailer and the identifying details of the Product.
- E. In order to ensure the enforceability of this Warranty, it is therefore essential that the aforesaid documentation, together with the warranty certificate, is duly kept and shown to the appointed personnel in case of intervention.

The Standard Warranty is only valid if the Consumer has complied with the instructions for the use of the product published on the SapienStone website and only in case the legal warranty applicable as per the Consumer Code has not been applied within the terms for the application of the same.

Clause 6 Transfer to third parties

This Warranty cannot be transferred to other parties.

Clause 7 Jurisdiction

All and any disputes arising from the application of this Warranty and/or from disputes in relation to product quality defects, defined as intrinsic and/or structural flaws of the same, according to the terms set forth in Clause 4 above, shall be disciplined by Italian law and subject to the sole jurisdiction of the Court of Reggio Emilia, competent Court Authority for the area in question.

Clause 8 Privacy and data processing

SapienStone undertakes to comply with the personal data processing legislation in force pursuant to EU Regulation 2016/679 of the European Parliament and Council (**GDPR - General Data Protection Regulation**) when using the personal data sent to the same in order to activate the Warranty.

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