

LIMITED LIFE TIME WARRANTY CERTIFICATE

Version 02/2020

WARRANTY TERMS AND CONDITIONS

Warranty terms and conditions for TERRATINTA "TOP 12mm" slabs.

This warranty is additional and does not replace other consumer/purchaser's rights, which however are to be considered prevailing, that are not in contrast with the following provisions.

1. Warranty duration

TERRATINTA GROUP SRL SB's warranty on "TOP 12mm" slabs covers the end purchaser against possible production defects of the product, such as manufacturing defects and/or structural defects of the product itself, for an unlimited duration starting from the date of purchase by the end purchaser, according to the following terms and conditions.

2. General limitations of this warranty

The warranty covers only the slabs called "TOP 12mm" used as a "kitchen and/or bathroom top in a residential environment. Any different intended use and/or other products belonging to the TERRATINTA GROUP are excluded from the scope of this warranty.

This warranty does not cover in any way defects due to phases following the production process of TERRATINTA GROUP slabs, such as, by way of example but not limited to, design, material manufacture (cutting, polishing/lapping, anti-stain treatments), handling process and the laying phase on the construction site, as explained in detail under point 3.

TERRATINTA GROUP slabs used by the distribution network as samples or display materials are also excluded.

This warranty extends only to the end purchaser and is not transferable to third parties.

3. Damages and defects explicitly excluded from the scope of the warranty

This warranty does not cover the following points:

- Damage to the TERRATINTA GROUP slabs caused by events or natural disasters or by any other cause that cannot be controlled and/or foreseen by TERRATINTA GROUP.
- Damage to the slabs and direct or indirect damage caused to things and/or persons due to improper use of the TERRATINTA GROUP slabs and/or failure to comply with the cleaning and maintenance instructions contained on the TERRATINTA GROUP's websites or in other Terratinta's documentation; improper use expressly includes damage caused by the interaction with other products, any processing or treatment of the TERRATINTA GROUP slabs not authorised by TERRATINTA GROUP in writing, as well as damage deriving from deficiencies and omissions in the technical projects on the basis of which the structures intended to accommodate TERRATINTA GROUP slabs are made.
- Damage to TERRATINTA GROUP slabs caused by mechanical stress of any kind including, by way of example and not limited to: vibrations, shocks and excessive static loads (should damage appear after the installation of the slab as a "top", it will be considered a consequence of excessive mechanical stress and, therefore, not attributable to material defects).
- Damage to TERRATINTA GROUP slabs that have been moved from the initial installation site.
- Damage or defects in the TERRATINTA GROUP slabs deemed as not significant at the unquestionable judgement of the TERRATINTA GROUP technical staff responsible for checking the customer's complaints, such as, by way of example but not limited to: slight imperfections, presence of small drops of glaze on the surface of the slabs, chromatic and/or gloss differences between the material samples or the images and the product delivered. In no case will TERRATINTA GROUP consider claims for compensation based on any aesthetic difference that might be found between the photos of the slabs in the catalogue and those supplied to the customer as admissible.
- Any type of defect in TERRATINTA GROUP slabs that is clearly visible at the time of their delivery.



SARTORIA^{® est. 2018}

Micro. atmosfere 
The unexpected feel

Terratinta Group Srl SB

via Monte Bianco 55, 41042 Fiorano Modenese (MO) Italy | **T** +39 0536911408 | **F** +39 05361940223
W www.terratintagroup.com | **E** info@terratintagroup.com | **VAT** IT03197960366

The laying and installation of TERRATINTA GROUP slabs by unqualified personnel will entail “ipso facto” the loss of this warranty, regardless of the nature and liability of any defect found on the slabs. In any case, TERRATINTA GROUP’s obligation is limited to the replacement of defective slabs only or to their repair, with express exclusion of further sundry compensations such as, for indicative but not limitative purposes, the costs for the removal and rearrangement of furniture, equipment, machinery etc., lost profits due to the interruption or suspension of activities, inconvenience, indirect damage etc.

4. Method for reporting defects

The purchaser, for the purpose of his entitlement to this warranty, must write at info@terratintagroup.com within 30 days from the purchase date. The request for an intervention under warranty, sent to TERRATINTA GROUP within 7 days from the discovery of the defect, must be sent by email to the address info@terratintagroup.com and must include the documentation confirming the activation according to the established terms, attaching a copy of the invoice, a delivery document and a bank documentation confirming the payment made. TERRATINTA GROUP will not consider disputes in the event of incomplete or non-payment.

The lack, even partial, of the required documentation makes this warranty not applicable.

The reporting of defects in a supply of TERRATINTA GROUP slabs implies that the examination of claims for damage refund subsequent to the appearance of the defect covered by the warranty will be inadmissible.

5. Method for refund

For the purposes of this warranty, all the decisions relating to the existence of any manufacturing defects, intended as defects of origin and/or structural defects in the TERRATINTA GROUP slabs, will lie with the unquestionable judgement of the Terratinta Group technical staff responsible for handling claims and will be binding on all parties involved in the complaint.

TERRATINTA GROUP will be entitled to send its own representative to the end customer’s residence to check the reported defects.

TERRATINTA GROUP reserves the right to request a sample of the material deemed as defective for the appropriate laboratory technical checks.

TERRATINTA GROUP undertakes to communicate to the end customer, who will activate this warranty, the outcome of its assessment in writing which will relate to the existence of any manufacturing defects, intended as defects of origin and/or structural defects in the TERRATINTA GROUP slabs within a reasonable period of time; in case of acceptance, this notification will be followed by the communication to the owner of the defective material of the permission to repair the defective TERRATINTA GROUP slab, or for its replacement with another of the same type or, if this is not possible, with material as similar as possible in terms of graphics, colour, shade, thickness and surface finish to that originally purchased.

In no case expenses for masonry, hydraulic or electrical works requested for the removal of the defective slabs and the subsequent laying of the new TERRATINTA GROUP slabs will be refunded.

In no case a refund will be paid in cash to the owner of the defective TERRATINTA GROUP slabs.

6. Jurisdiction and applicable law

Any dispute arising from the application of this warranty, or in relation thereto, will be referred exclusively to the the Court of Modena (ITALY); the governing law of this document is the Italian law.

The registration of the warranty implies acceptance of the clauses contained therein in all its parts.

Fiorano Modenese, October 2020



SARTORIA[®] est. 2018

Micro. atmosfere
The unexpected feel

Terratinta Group Srl SB

via Monte Bianco 55, 41042 Fiorano Modenese (MO) Italy | **T** +39 0536911408 | **F** +39 05361940223
W www.terratintagroup.com | **E** info@terratintagroup.com | **VAT** IT03197960366