

## 5 YEAR WARRANTY

### Siminetti Terms of 5 Year Limited Warranty

Siminetti Ltd warrants that its surface products will be free from defect for a period of **Five Years** from the date of purchase as is effective for all purchases made after the 1st October 2021. Purchases made prior to 1st October 2021 are covered by any warranty that may have been in place at the time of purchase.

A defect is defined as a failure in the product to perform to Siminetti specifications as disclosed in product literature. This ten year express limited warranty is the sole warranty extended and replaces any statutory warranties to the maximum extent allowable by law. Customer misuse including but not limited to negligence, physical, or chemical abuse is not covered by this warranty. Installation and defects created by poor workmanship or incorrect installation are not covered by this warranty. All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All products must be inspected prior to installation. Visual defects or nonconformities apparent prior to installation voids this warranty. Surfaces are subject to variation in technical specifications, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Extra attention is necessary to assure contaminants are removed promptly. Unless specifically stated otherwise, surfaces recommended for interior use are for light traffic floors, wall and furnishing applications only. Surfaces recommended for external use are for light traffic floors, wall areas and furnishings only. Only specified surfaces maybe used in swimming pools and external environments. Local building codes may dictate minimum surface performance specifications. Siminetti does not warrant product installations that violate building codes. Photographic colour images may not be an exact product match. Express colour match warranties are only extended to actual product samples. Siminetti warranties are issued under Great British Law.

### Terms of Implied Warranties - Limited Duration

Any implied warranty applicable to the product sale, including the implied warranty of merchantability or the implied warranty of fitness for a particular purpose is limited in duration to the duration of this written warranty. This warranty is effective from the date of purchase of the products to which it is issued against and is only applicable to that specific order and shall not be used, copied or supplemented across other orders

### Terms of Warranty of Fitness for a Particular Purpose

Siminetti provides detailed information in its product literature with regard to appropriate surface applications. In these specified applications, Siminetti limits the duration of the implied warranty of fitness for a particular purpose of **Five Years** or the maximum statutory period prescribed by law, whichever is less. Failure to comply with recommended applications voids this warranty. Natural products are sourced and cut from natural raw materials. Because these products are not subject to a manufacturing process, quality warranties are limited to the specified representations in product. Siminetti does not warrant its products for shade, size, thickness, warping, cleft variations, surface finish variations, or other natural variances on shell products.

VERSION SIM011021

SIMINETTI.COM

Tel: +44 (0) 1386 897 866 • e-mail: sales@siminetti.com

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## Terms of Limitation & Disclaimer

If a defect in materials or workmanship is discovered within the **Five Year** period, Siminetti will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy product defects. Buyer's remedy is limited to replacement or repair of the defective product to a value not exceeding the value of the materials supplied by Siminetti under this warranty. No consequential losses (including, but not limited to, loss of profits, direct or indirect loss) or incidental damages are recoverable. Siminetti disclaims all warranties not contained in this limited warranty. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Siminetti immediately. This Warranty is subject to the Terms and Conditions as stated within Siminetti Standard Terms and Conditions of Sale and maybe amended at any point upon written confirmation.

## Claim Procedure

1. The original purchaser must notify Siminetti Ltd or an authorized representative in writing within 30 days of the occurrence of any defect, stating the original purchase reference and Siminetti's sales reference number.
2. After notification, Siminetti or an authorized representative may at the discretion of Siminetti inspect and/or test the product for defect and complete a Product Claim Action form. Inspection must be made available local to the point of sale. No claim will be honoured without product inspection by Siminetti or an authorized representative.
3. Upon determination that the product defect claim is valid, Siminetti will notify the purchaser in writing. Siminetti reserves the right to repair, replace or refund the originally purchased product within 60 days.