**WARRANTY**

**THE COLLECTION OF MINERAL WALL SLABS & TILES**

**Scope of the warranty:** the household indoor use
**Warranty period:**

- **12 years –** dry areas
- **8 years –** wet areas (bathrooms, toilets)

**General provisions**

From the date of their purchase the MINERAL WALL SLABS & TILES (”Panels”) are subject to the 12 or 8-year warranty for the household use in premises inside heated buildings. The warranty is granted by DECORA S.A. with the registered office in Środa Wielkopolska. The warranty covers: hidden manufacturing and material defects resulting from causes inherent in the Panels, the invariability of technical parameters of the Panels in accordance with the technical data sheet, flaws which do not result from normal use, caused despite the proper use and in accordance with the instructions for use and installation.

**Warranty terms.**

- This warranty refers to the first owner and first installation of the Panel only, and is not transferable. The person deemed to be the first owner is the person indicated as the purchaser in the purchase invoice.
- The panels must be installed in line with the installation method provided on afirmax.com, using only approved adhesives, skirting boards, profiles, and other accessories from Modee, Arbiton, Afirmax or those indicated by the guarantor.
- The panels must be installed to the highest industry standards and in full compliance with all applicable regulations.
- The laying of the Panels by a specialised fitter should be confirmed by a name bill issued by the fitter.
- Before installation, the panels must be acclimatised in accordance with the instructions published on afirmax.com
- The panels must be carefully inspected for material defects both before and during installation, and this inspection must be carried out under the same lighting conditions in which the panels will ultimately be used
- Under no circumstances should panels with visible defects be installed. Installing the product is deemed acceptance of its condition.
- All the Panels designed for installation during a single investment must be ordered at the same time. It is not possible to guarantee the compatibility of the Panels within the framework of multiple orders because of manufacturing series.
- The guarantor requires to keep two samples from the purchased Panels (1 piece from the beginning and 1 piece from the end of the Panel of minimum A4 size), so that in case of a possible complaint, control tests can be carried out.
- The warranty applies to products delivered in their original packaging.

Defects that arise due to failure to comply with the standards described above will not qualify as defects due to causes inherent in the Panels and, consequently, will not be covered by the protection provided by this warranty.

**Rights and obligations of the buyer.**

- In order to take advantage of the rights following from this warranty, the warrantor should be notified of any defects within 14 calendar days of the date of detection of a defect, after the expiry of this period, no claims shall be considered.
- If the claim is considered justified by the warrantor, the warrantor may, at its own discretion, repair or replace the defective product, or may return the cash equivalent directly proportional to the duration of the warranty in accordance with the rules specified in the ”Value and period of warranty”.
- The warranty covers only the replacement or return of the purchase costs for the product as part of the proportionate warranty, and it does not cover the costs of replacement, dismantling and installation of the product.
- In the event of replacement of part of the surface, the possibility of optical deviations is reserved due to different product series.
- If it is agreed that the Panels will be replaced, the distributor or seller shall deliver the new panels from the offer valid at the moment of acceptance of the warranty claim.
- In order to verify the legitimacy of the warranty claim, the warrantor reserves the right to inspect the claimed Panel at the place of use with the consent of the buyer and upon reaching an agreement as to the date of such an inspection.
- Buyer is obliged to possess: proof of purchase and a named bill issued by the installer.

**Value and period of warranty.**

The granted warranty is proportional. A proportional warranty is the warranty which provides for the return and crediting of the amount decreasing in accordance with the established formula to the future payments as the warranty period passes by. The primary value of the warranty for the Panels decreases gradually, in proportion to the time has expired from the moment of acquisition. Upon making a claim, the original percentage value of the warranty is reduced per each year of product use, taking into account the product depreciation:

≤2 years – 100% of product value
≤4 years – 80% of product value
≤6 years – 50% of product value
≤8 years – 20% of product value

**Limitations.**

The Warrantor represents that the warranty shall not cover:

- The incurred costs of removal and re-installation (these costs are covered by the Buyer);
- Material and non-material damage which is related indirectly and directly to the defects of the Panels (e.g. the costs of transport to the Warrantor, telephone calls made to the Warrantor, the cost of the lost remuneration, etc.);
- Defects caused by improper installation, performed in a manner which is not compliant with professional services provided in this regard and the Warrantor’s instructions for installation, or by means of skirting boards, profiles and other accessories of brands other than Modee, Arbiton, Afirmax or those indicated by the Warrantor.
- Panels which were mishandled (in particular, if they were not stored properly, or were mishandled during the installation and maintenance processes);
- Defects resulting from normal use of the Panels, defects resulting from transport, storage or installation, defects resulting from improper use;

- Costs resulting from the lack of possibility to use premises during the removal and reinstallation, damage resulting from the lack of satisfaction, inconvenience, loss of time, additional costs, etc.
- Panels used for purposes other than domestic use or indoor use, or stored improperly.
- Defects resulting from: fire, accident (including a chemical accident), explosion, pollution, floods, negative temperatures, very high humidity and high temperature (e.g. coming from a sauna), lightning strikes, negligence, vandalism, improper transport;
- Damage caused by sharpened objects or objects with sharp edges;
- Differences in colour, gloss or extrusions occurring between the products sold and the photos or samples;
- Damage caused by the occurrence of stains, scorched spots, cuts, gouges, abrasions, accidental dents, loss of colour caused by atmospheric conditions, discolourations caused by air pollution, mould, exposure to harmful chemical substances, discolourations caused by external products (asphalt, tar, etc.);
- The exact matching of the colour shade or pattern and the fading and/or loss of colour within the tolerance guaranteed in the technical data sheets;
- Defects and damages caused by improper installation, use, maintenance, and cleaning, in particular resulting from the use of cleaning agents other than those indicated in the Panels instructions;
- Discoloration caused by the use of unpermitted care/cleaning agents, which may cause the occurrence of a stain impossible to remove;
- Products in the case of which the recommended hygrometric levels were not observed before, during or after the installation;
- Problems caused by humidity, hydrostatic pressure, alkalinity of the substrate or discolourations of the product caused by the use of any pen, marker, paint or other substance on the substrate, which penetrated into the product, as well as contact with external elements, tar, bitumen, pigments;
- Product marked as second-quality products or cut-price goods or other substandard products.
- Any modifications of the product;
- Damage caused by animals;
- Damage caused by hair dyes, bleaching agents, and other colouring substances;
- Damage caused by the use of force;
- Damage or defects resulting from the use of accessories not envisaged by the Guarantor;
- Use of the product for a purpose other than intended;
- Damage resulting from design and construction errors;
- Damage resulting from non-compliance with installation rules and professional practices by the installer or the person responsible for installation;
- Damage resulting from improper substrate preparation.

**Final Provisions.**

This warranty constitutes the entire warranty granted by the Warrantor, which is Decora S.A. based in Środa Wielkopolska, ul. Ignacego Prądzyńskiego 24a, 63-000 Środa Wlkp.

The warrantor shall not grant any warranties, whether explicit or implicit other than the warranty included herein.

The warranty shall supersede any prior or parallel warranties or assurances made to the Buyer.

This warranty shall be valid in the territory of the countries where the product was acquired.

This warranty shall neither preclude, limit nor suspend the rights of the buyer, following from the mandatory legal regulations

To the extent allowed by the mandatory provisions of laws, the warranty shall be governed by the Polish law.

Information contained in materials such as conditions of use, product data sheets, instructions, and other documents may be modified at any time without prior notice. Given the constantly evolving technology, customers are responsible for verifying that they are using the latest versions of these documents before putting them to use.