

WARRANTY

This warranty covers any manufacturing defect under normal conditions of use and providing that the product has been properly fitted in accordance with the recommendations of Pamesa Business Group during the period of time stipulated in the section showing the warranty coverage period.

By means of this warranty, Pamesa Group ensures that products subject to its terms and conditions are high-quality ones in possession of certificates such as ISO 9001.

On receipt of products, it is vital for a very careful inspection of their state to be made. Details of any detected anomaly, damage or breakage during the transportation process must be indicated on the delivery note.

COVERAGE

This warranty covers all products by Pamesa Business Group. In the event of a claim for a manufacturing defect covered by this warranty, Pamesa Group shall carry out any necessary tests to check the conformity of the product. If the product in question is found not to meet the requirements of the applicable standards, it shall be replaced with another of the same kind, although Pamesa Group reserves the right to make a refund. The said refund shall only correspond to the net value of the product on the date of its purchase. In the event of the replacement of a discontinued product, another product of similar characteristics shall be chosen, provided that one is available. The colour, shine, and texture of the new product cannot be guaranteed to coincide with those of the existing one.

DURATION OF THE WARRANTY

This warranty certificate has a validity of three years from the delivery date of the product, as shown on the invoice or delivery document. It is only valid for the initial purchaser.

In the event of a product replacement or refund that is made as a result of a claim, this shall not modify or extend the original warranty period unless otherwise established in mandatory legislation in the applicable country.

TERMS & CONDITIONS OF THE WARRANTY

Pamesa Business Group undertakes to repair or replace products covered by this warranty providing that they comply with the following conditions:

- They have not been altered or modified after having left the factory.
- The guidelines by Pamesa Business Group relating to their installation, use and care have been followed.
- The products have not been used or exhibited for a prolonged length of time in any display.
- They are accompanied by a valid proof of purchase from the person requesting the enforcement of the warranty.
- The full purchase price of the product has been paid.

EXCLUSIONS

This warranty only covers defects in the intrinsic quality of the product due to manufacturing flaws. Hence, it does not cover circumstances such as:

a) Undue care:

- The use of products not recommended by Pamesa Business Group for regular or periodical cleaning purposes.
- The exposure of the product to substances that might cause chemical damage or to abnormal conditions, such as improper use or transportation, exposure to excessive heat or adverse climatic conditions, inappropriate care that might lead to damage or breakages, and prolonged exposure to direct sunlight in the case of products destined for indoor use.
- The product's prolonged contact with agents that might stain or wear away the surface.
- Failure to follow the guidelines relating to the product's cleaning and care given in Pamesa Business Group's manuals and guides.
- The improper transportation and/or storage of the product once it has left our premises.

b) Installation defects or flaws:

- Failure to follow the guidelines relating to the product's installation and use given by Pamesa Business Group.
- Deficiencies in levelling, alignment, adherence, drying and/or setting; in protection against temperature or damp from the surface of the substrate; and deficiencies caused by compatibility problems between the substrate and the rest of the structure.
- Structural problems or errors in the positioning, insertion and/or treatment of expansion, perimeter and structural joints in the place where the product is fitted.
- The use of products not recommended by Pamesa Business Group for cleaning or care purposes.
- Products from the AGC range or similar ones should be used for cleaning and care purposes (www.agc.com.es).

DURATION OF THE WARRANTY

c) Abnormal use of the product:

- The product's use in contexts other than those specified by Pamesa Business Group.
- The product's installation in places with higher traffic and different working conditions from those indicated by Pamesa Business Group.
- The use of unrecommended additives and surface elements.
- Damage such as marks, scratches, abrasion, dents or cuts, including ones made by pets.
- The use of unrecommended radiant floor heating systems.
- Direct exposure to fire.

d) Reasons not attributable to Pamesa Business Group:

- Actions or omissions that affect the product, regardless of whether they are made by the purchaser or by third parties, such as damage due to involuntary acts; working, design, architectural or engineering conditions; structural movements; acts of vandalism; or accidents.
- Normal characteristics and the evolution of natural products, such as slight variations in shade, veining, colour or texture due to the passage of time or to climatic conditions.
- The customer's personal preferences, such as the product's colour or finish, which must be decided upon prior to purchasing the product, since subsequent changes shall not be covered by the warranty.
- Products that are fitted when they have obvious visual defects, including the labour costs of removing such products and fitting replacements. The material should be inspected prior to its installation to rule out possible defects.
- Natural situations and public incidents unrelated to the product, such as earthquakes, landslides, floods, fires or vandalism.
- Normal use or wear and tear.
- Damage due to damp, flooding, or prolonged exposure to water, and deformation, cracking or flaking due to inappropriate atmospheric humidity levels or moisture levels in wood-based materials.
- Damage due to impacts, wear and tear, scratches or other defects caused by external agents such as pebbles, acids, sand, dragged furniture, wheeled chairs, cleaning machines, burns or other types of action.
- Possible discrepancies between samples or photographs of products and the real purchased product.
- Insect damage.
- Noise or creaking by the fitted material.
- The warranty does not cover third-party damage, such as damage during transportation or the fitting of the material.
- Optical effects when the product is observed against the light or under raking or direct light in order to evaluate or identify defects.

Because this warranty relates to the intrinsic quality of products by Pamesa Business Group, it does not cover:

- The value of materials used to fit or re-fit products.
- Possible legal interest on the amount paid for products.
- Any direct or indirect damages that might be incurred during the processing of a claim or any related repairs, whether they are of a commercial, industrial, professional or habitation nature.
- Material and labour costs associated with the re-fitting of a product following its replacement by Pamesa Business Group, together with any additional repairs or modifications that might be required, such as plumbing, electrical work, cladding or tiling (which are the responsibility of the customer).
- Any other amount not specified in this certificate.

Pamesa Business Group reserves the right to amend the technical or design specifications of its products during the validity of the warranty, without the need for any prior notice. The group also reserves the right to visit the place of the claim, by prior agreement, to examine the product and check the warranty conditions.

PAMESA BUSINESS GROUP CANNOT BE HELD LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF PROFIT, INCOME OR INFORMATION, EVEN IF IT RECEIVED PRIOR WARNING OF THE POSSIBILITY OF SUCH DAMAGES. Some local jurisdictions might not permit the exclusion or limitation of damages of this kind, and so this limitation or exclusion may not be applicable.

ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS PRODUCT IS EXPRESSLY EXCLUDED UNLESS THIS IS LEGALLY PROHIBITED IN THE COMPETENT JURISDICTION.

PROCESSING WARRANTY CLAIMS

To enforce the warranty, compliance with all the steps and requirements outlined in Pamesa Business Group's manuals on the installation, use and care of the product must be verified. Written notice must also be given to the authorized trader/seller or else directly to Pamesa Business Group within 30 days of the appearance of the damage or defects.

The deadline for requesting the fulfilment of the additional warranty will automatically expire six months from the end of the warranty period.

This document is applicable to all customers worldwide, although mandatory laws might exist in some countries that grant greater rights than those described herein. PAMESA BUSINESS GROUP strives continually to develop and improve its products. As a result, during the validity of this warranty, PAMESA BUSINESS GROUP reserves the right to modify the technical and design specifications of its products, without the need for any prior warning.