

LAVISTONE: PORCELAIN 10-YEAR PRODUCT WARRANTY ("WARRANTY")

Warranty Terms

- 1. Lavistone provides the following Warranty to you, subject to the Warranty Terms as set out in this document.
- 2. Subject to the exclusions in clause 6 below, Lavistone warrants that the Product ("Lavistone Porcelain") will remain free from manufacturing defects for a period of up to 10 years from the date the product is installed until the Product is removed, altered or replaced.
- 3. This Warranty covers defects in the product associated with the manufacturing of the Product only and does not cover any services provided for or to the product, including fabrication, installation, and any associated workmanship. Such matters are beyond Lavistone's control and are the responsibility of the customer.
- 4. This Warranty is available only to the original purchaser of the Product and is not transferable to subsequent property owners or purchasers.
- 5. This Warranty covers products intended for the uses defined within the scope and maintained according to instructions as set out in the "Lavistone Porcelain: Care and Maintenance" and "Lavistone Design Manual".

6. Warranty exclusions

The Warranty does not cover:

- i. Any subsequent fabrication, preparation, installation, alteration and/or application of the Product carried out by third parties. It is important for third parties to follow the Lavistone Porcelain Design Manual that is made available to them, which provides guidelines on all of the above and good practices;
- ii. Faulty or improper installation, including failure to follow the Lavistone Porcelain Design Manual's preparation and assembly recommendations.
- iii. Causes beyond the control of Lavistone including, but not limited to force majeure, natural disasters, structural movement, architectural and engineering design, and damage caused by interaction with other products.
- iv. This Warranty does not apply if, after delivery, the customer is dissatisfied with the Product's colour, veining, appearance, edge profiles, or any other characteristics that were selected at the time of purchase.
- v. Any unforeseen or consequential damage, loss or cost, including but not limited to, damage to other products, facilities or additional or supplementary repairs to plumbing, electrical or building work that may be necessary to repair or replace the Product. These shall be the sole responsibility of the customer.
- vi. Surface damage caused by external agents affecting the Product's surface appearance, or failure to clean and maintain, or inadequate cleaning and maintenance, in accordance with the Lavistone Porcelain Care and Maintenance Guide.
- vii. The warranty does not apply to any surface variations in pattern, colour or shade of the Product;
- viii. The warranty does not cover any damage or defects resulting from mishandling or misuse;
- ix. The warranty does not cover chips, cracks, or scratches, as these are the direct result of impact to the Product surface, and as such it is not covered by this Warranty;
 - a. A chip is usually caused by external impacts on the edge of the Product surface, and is not considered a material fault;
 - b. A crack is the result of mechanical stress after installation. The most likely causes are settlement or movement, excessive weight being placed on the tops (such as standing or sitting on them). Any cracks from a sink cutout, cook top cut-out or "L" shaped cut-out are also not covered under this warranty, as they are not caused by any fault in the material.
- x. Use of the Product in public buildings. Public use includes, but is not limited to, commercial buildings and public accommodation facilities (including hotels, hostels, residencies, guesthouses and holiday apartments);
- xi. Failure of adhesives or caulking materials, or damage resulting from accessories installed;
- xii. This Warranty does not cover wear marks on the Product, including but not limited to, metal marks, fingerprints or smudges and other similar wear indicators caused by the use of utensils. Lavistone porcelain is highly scratch resistant; however, it is not scratch proof. Scratches are not covered by this Warranty.
- xiii. The warranty does not apply when the Product has been removed, altered or moved from their original place of installation
- xiv. The warranty does not apply if the Products have not been paid for in full.
- xv. The warranty does not cover any damage resulting from the use of the Product to create three-dimensional items by third parties.
- xvi. 6mm products used for benchtop applications are not warranted, 12mm products are recommended and warranted for benchtop applications.

xvii. The warranty does not cover marks, stains or water streaks, as these are inherent features of a waterproof surface. Finishes other than polished, such as matte and textured, are more prone to everyday marks and require more frequent cleaning. For instance, oil prints on a matte surface may become noticeable at certain reflective angles, appearing as glossy "patches." These can be effectively cleaned using degreasing agents such as soapy water.

7. Acceptable variations

- i. Irregularities that are not part of the graphics and/or that contrast with the background colour up to 3 mm.
- ii. All book match or vein match colours which do not match precisely between slabs. A variance of ±15mm for each vein can be expected and is an acceptable characteristic of the Product.
- iii. Lavistone porcelains are made from natural materials, every sheet is distinct, and variations in print colour, background tone, and reflectivity are expected and considered inherent characteristics of the Product.
- iv. Samples and photographs serve as indicators only and may differ from the Product. Please note that naturally occurring variations in the Product's appearance due to artificial or natural lighting are not covered by this Warranty.

8. Cleaning Requirements

For detailed care instructions, please visit the Lavistone Porcelain Care & Maintenance page at www.lavistone.com.au/careandmaintenance/.

Note that finishes other than polished, such as matte and textured, are more prone to everyday marks and spills and require more frequent cleaning. Adhere to the guidelines to maintain the pristine condition of your surfaces.

9. Lavistone Genuine Porcelain Batch Branding

The back of every genuine Lavistone Porcelain slab is stamped with a batch code and unique serial number to verify that your product is authentic. Beware of imitations and ensure that a genuine Lavistone Porcelain product has been used in your installation.

For reference, below is an example of the Lavistone Porcelain Authentication.



How to claim your warranty?

To register the warranty, please fill out the Lavistone Porcelain warranty form at www.lavistone.com.au/warranty with proof of the product purchase date. If you do not register this warranty within 60 days of purchase, this warranty is voided.

You must cease using the Product immediately upon any defect to the Product being found or damage occurring and promptly contact Lavistone to advise of the defect or damage.

Remedies available under this Warranty

Lavistone's liability under this Warranty (or any other non-excludable guarantee, condition, or warranty) is limited. Lavistone reserves the right to choose one or more of the following options:

- i. replacement of the Product; or
- ii. refund for the purchase of Product.

Lavistone does not manufacture worktops or any other application, but provides the Product to manufacture them. Therefore, if any of the conditions stated in the terms and conditions contained herein are met, the material necessary to replace the worktop will be provided, but the costs of preparing and installing the product will not be covered by Lavistone.

In the event that Lavistone replaces a product, the 10-year limited warranty will begin from the date of replacement, at Lavistone's absolute discretion.

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If you require any advice on caring for your Lavistone Porcelain, please call us on **(03) 9134 8620**