

## Warranty Conditions for Slabs in BQS Quartz composite

Under normal use and maintenance, Beltrami offers a warranty regarding the BQS Quartz slabs against any defects of this product, delivered by Beltrami, for a period of 10 years from the date of delivery by Beltrami, subject to the terms and conditions detailed below subject to and in accordance with the General Sales Conditions of Beltrami. In this warranty document, “product” always means the BQS Quartz slab, a partially-finished product delivered by Beltrami.

This warranty applies to the replacement without charge of defective BQS Quartz slabs. The product must have been processed and installed by an approved fabricator/installer and must have been used and maintained in accordance with the instructions provided by Beltrami. The burden of proof entirely lies with the customer/legal owner. Under this warranty and the foregoing conditions, Beltrami’s sole responsibility and liability shall be to replace the product shown to be defective during the warranty period.

### Terms and Conditions

#### A. Conditions

1. According to Beltrami’s General Sales Conditions, any complaint regarding visible defects of the product must be reported within a period of eight working days from the delivery by Beltrami and in any case before use, treatment, adaption or resale of the product. Therefore, the customer (in all cases a professional fabricator and/or installer) must do a detailed check of the slab prior to processing or installing. Daylight or artificial light with direct light must be used for this check, instead of backlight or floodlight. The slab must be inspected from 0.5m – 1m away with the naked eye (not with a magnifying glass). Any visible inconsistencies should be reported immediately. Any inconsistency visible at the time of delivery not reported within the aforementioned term and according to Beltrami’s General Sales Conditions shall not be covered by the warranty. Only defects that were hidden at the time of delivery and that were unknown to the customer can give rise to a replacement under this warranty. In addition, the end user must check the finished product before installation, and report any visible errors or defects immediately to the fabricator/installer.
2. In addition to Beltrami’s General Sales Conditions, the customer/legal owner of the product shall have a warranty claim for any defects that are identified within a period of 10 years from the date of purchase by the customer from Beltrami. The customer/legal owner must notify Beltrami of the hidden defect by registered letter within one month of the discovery of the defect in order to be valid.

3. The customer/legal owner can exercise their claim by submitting the following: a copy of the purchase invoice, proof of payment, proof that the slab purchased corresponds with the slab for which the warranty is being used, evidence of the defect (hi-res pictures) and a summary of the processes and treatments of the slab after delivery by Beltrami.
4. Beltrami is solely responsible for replacement of the delivered slab. The cost to dismantle, repair or remanufacture any custom-made parts is not covered by this warranty, nor are extra costs, including but not limited to re-tiling, plumbing and installation of built in appliances and electrical works. Consequential damage is also outside the scope of the warranty.
5. Only unprocessed slabs supplied by Beltrami are available for return. Slabs must still be in the same condition as at delivery, meaning without contaminants, dirt and discoloration from the outdoors, damage due to transportation or bad storage, etc
6. Beltrami can only deliver replacement material to the location where the company delivered the original slab.
7. This warranty covers the replacement of the slab with another of similar characteristics (colour, thickness, etc.), except when no longer available. In this situation, the material will be replaced with a slab as similar as possible to the original.

## **B. Exceptions**

The warranty only covers the replacement of slabs that show defects originating from the original production process. Any damage that wasn't caused by a defect inherent to the product at the time of delivery by Beltrami, will not give rise to a warranty claim. Given the above, the following is an exemplary list of situations that are excluded from the warranty:

1. Impact damage in the form of chips, cracks, surface scratches or any other similar damage.
2. Damage caused directly or indirectly by any type of activity from a third party, such as improper finishing or manufacturing, improper installation methods, maintenance or other changes (which may result in staining, abrasion marks, cracking or chipping), or treatments such as thermal shock.
3. Damage from misuse, including uneven exposure to direct sunlight, discolouration caused by exposure to certain chemical agents, and damage from exposure to excessive heat and/or extreme force.
4. Damage caused by an act of nature or resulting from exposure to external weather conditions.
5. Damage caused by product usage in outdoor and/or flooring applications.

6. Damage caused by the installation of sinks, plumbing fixtures or appliances.
7. Damage caused by mitred edges where the joint is not cut correctly.
8. Damage resulting from the alteration of the factory applied finish.
9. Damage from milling or otherwise reducing the thickness of the product.
10. Also excluded are: natural variations within the product (pattern density, size, shape and distribution) and between samples and received product, defects that were visible at the time of fabrication, products installed in unoccupied structures, and spots or 'beauty marks' that are smaller than a 5 pence coin (note: a certain quantity of spots are inherent in the manufacturing process and do not affect the structural integrity of the product).

Beltrami cannot be held liable for any loss, expense or damage, as a result of the installation of the company's material. Under no circumstances can Beltrami be held liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

In case any repair and/or treatment work by a third party has started upon instruction of the customer/legal owner before a written confirmation from Beltrami that this warranty applies, this warranty lapses.

### **C. Applicable law and jurisdiction**

All issues, questions and disputes concerning this warranty shall be governed by and construed in accordance with Belgian law.

All disputes concerning this warranty shall be submitted to the exclusive jurisdiction of the courts of the judicial district of Ghent, division Kortrijk.

Warranty created by Beltrami March 2017. Terms and conditions take effect from this date forward, and are intended for select Beltrami customers only.