



WARRANTY

COMMERCIAL PROJECTS

Your Smiles, Lamar Tiles

We are **Lamar Ceramics Limited**: incorporated in England and Wales under company number 15238785 and registered at Unit-2, 277 Clough Street, Stoke on Trent, ST1 4BA. In this Letter of Warranty, we refer to ourselves as “**LAMAR®**”.

We at LAMAR® understand that the quality and durability of the worktops we provide are of utmost importance to you. LAMAR® is therefore delighted to offer a 7-year product warranty protecting you from any manufacturing defects to give you peace of mind. This Letter of Warranty sets out your eligibility for the warranty and the process required to obtain the benefit of it.

Warranty Registration:

This warranty and the terms of it (which we refer to from here as the ‘**Warranty**’) shall be valid only when the end-customer has registered it within 3 months of the purchase of the product in accordance with this section. In order for you to be provided with the services we provide under this Warranty, you must register this Warranty by visiting www.lamarceramics.co.uk/warranty (the “**Website**”). The Website requires certain information for registration, including information relating to the product, point of sale, as well as your details. You will also be required to submit the original purchase invoice.

What the Warranty Covers:

This Warranty is only valid and applicable in respect of the following product:

Lamar® Porcelain Slabs 3200mm x 1600mm (12mm & 20mm) designed to manufacture worktops or counter tops for installation in commercial buildings and public accommodation facilities (including hotels, hostels, residencies, guesthouses and holiday apartments), purchased from any LAMAR® authorised re-seller within the United Kingdom and the Republic of Ireland (the “LAMAR® Products”).

What is Excluded:

This Warranty will not be valid and applicable in respect of any the following:

1. Faulty or improper installation which has been carried out by not following the preparation and assembly recommendations and instructions of LAMAR®.
2. Any damage caused directly or indirectly by any action, work or any other intervention carried out by third parties, such as improper installation, modifications to the Surfaces, misuse or inadequate chemical treatment, It is important for third parties to follow the manuals that LAMAR® makes available to them, such as those related to fabrication, preparation, Handling and Installation. These manuals provide guidelines on all of the aforementioned activities and good practices.
3. Damage resulting from improper use, including, but not limited to: (i) the use of the LAMAR® Products for purposes other than those for which it is intended; (ii) use of the LAMAR® Products in a manner that does not comply with applicable technical or safety standards; or (iii) failure to follow the Use and care maintenance manual.
4. Any ensuing damage to other products, facilities or consequent cost of repairs.
5. Supplementary repairs including but not limited to modifications that affect the electrical wiring, flooring, tiling or wall surfaces, splash protectors, furniture or cabinets, transport expenses and modifications to plumbing needed to repair the product/surface made from LAMAR® Products.
6. Repairs made without prior verification by LAMAR®.
7. Three-dimensional products manufactured by third parties.
8. Physical or mechanical abuse of the LAMAR® Products including, but not limited to damage resulting from knocks or blows made by any kind of object, cracks/ chips/ holes on top due to falling objects on the edge or the surface, impact of heavy objects and the movement, displacement of the product/supporting structure after installation or structural movements.
9. Alteration in LAMAR® Products surface finish, LAMAR® Products that have been treated or covered with unapproved chemicals or coatings.
10. Damaged, corrosion caused by household appliances or other accessories that have been installed, used or maintained improperly.
11. Chipping, as it is not due to defective material, but is the result of scraping and bumping objects against the edges of the surface.
12. Scratches, from use over time as it is not due to defective material, but is a natural behavior of the LAMAR® Products.
13. Defects that were visible at the time of production or installation of the LAMAR® Products.
14. Variations in colour, shade, particle structure or gloss level of the material resulting from natural changes over time that are inherent characteristics of the LAMAR® Products. Imperfections that have been caused by natural wear due to daily use over a period of time such as stains, scratches, water stains and burns.
15. The definition of manufacturing defects covered under this Warranty does not include the durability of features ancillary to the actual functionality of the LAMAR® Products during its period of validity.
16. Force majeure, conditions on the site where the Surfaces are installed or handled, architectural and engineering design, structural movement, acts of vandalism, accidents, natural disasters, damage caused by interaction with other products or any other cause beyond the control of LAMAR®.

Additional exclusions may be included in the T&Cs contained overleaf, so please ensure you read these carefully.

How to Make a Claim:

If you believe that any of the LAMAR® Products covered by the Warranty are or have become defective and you wish to make a claim under this Warranty, you will be required to visit the Website where you will find the Customer Service contact details, or write to us at the following address:

Address: Lamar Ceramics Limited, Unit-2, 277 Clough Street, Stoke on Trent, ST1 4BA

Website: www.lamarceramics.co.uk

Email: warranty@lamarceramics.co.uk

You will need to present your warranty certificate number or warranty confirmation number, and the email you registered this Warranty at the time of any claim under the Warranty.

To receive the benefit of this Warranty, you will be required to provide all the details about the LAMAR® Products, the defect and a selection of images. You must allow and reasonably co-operate with LAMAR® or our authorized agents, suppliers or fitters to inspect and examine the claim of the defective LAMAR® Products at your premises.

LAMAR®'s obligations under this Warranty are subject to our receipt of adequate notice and information from you in accordance with this Warranty and LAMAR®'s ability to inspect and examine the claim of the defective LAMAR® Products. Failure to allow inspection will render this Warranty null and void.

Please read the terms and conditions of this Warranty contained overleaf as they contain important information about this Warranty.

Warranty Terms and Conditions

LAMAR® guarantees the registered owner of the installed LAMAR® Products against manufacturing defects for a period of SEVEN (7) YEARS from the date of your purchase. LAMAR® guarantees the end-customer that its LAMAR® Products used to manufacture a worktop or counter top will be free of manufacturing defects under normal conditions of use and service. LAMAR® undertakes to repair or replace defective LAMAR® Products in accordance with this Warranty on and subject to the Terms and Conditions set out below:

1. This Warranty shall apply to the original end-customer who registers it only and it is not assignable or transferable under any circumstances. This Warranty shall not apply to any products that LAMAR® has not been paid for in full.
2. LAMAR® reserves the right to, in its sole discretion, either: (i) refuse to provide the benefit of this Warranty; or (ii) charge a fee for the benefit of this Warranty, if the requirements set out in this Warranty are not met, or if the information you provide is inaccurate, incomplete or illegible.
3. This Warranty is only valid and applicable in respect of LAMAR® Products for installation in commercial, Business or public buildings, purchased from any LAMAR® authorised re-seller within the United Kingdom or Republic of Ireland.
4. This Warranty does not cover products that, in your subjective opinion, do not meet your requirements or expectations after delivery in respect of colour, veining performance and appearance, edge profiles or other aspects selected by you at the time of purchase. The differences between samples or photographs of any LAMAR® Products and the actual product purchased are excluded from this Warranty. This does not affect your statutory rights.
5. This Warranty shall be void in the event of damages that may arise from deficiencies or omissions in the technical project that is the basis for the building work in which the Surfaces are used, including incorrect base work and chemical use.
6. This Warranty only covers the repair or replacement of the defective LAMAR® Products. In the event LAMAR® identifies and confirms a manufacturing defect, LAMAR® shall, and its liability under this warranty shall be limited to, carry out any of the following (at its option):
 - Repair of the faulty LAMAR® Products.
 - Re-supply of the LAMAR® Products in a quantity sufficient to replace the material with the defect.
7. The repair or replacement of the defective LAMAR® Products undertaken by LAMAR® will be limited to repair or replacement with one of identical characteristics (including colour, thickness, etc.) to the original product purchased. In the event of discontinuance of sale of the LAMAR® Products, the defective LAMAR® Products shall be replaced by the most similar product available at the time of repair or replacement. If no suitable replacement is available or deemed by LAMAR® to be excessively impractical as a replacement, LAMAR® may elect to make payment to you of a sum equal to 100% of the price paid to LAMAR® for the defective LAMAR® Products (which you acknowledge may not be equal to the sum you paid for the product).
8. This Warranty covers the repair or replacement of the defective LAMAR® Products only, or, if section 7 above applies, the price of the defective LAMAR® Products. This Warranty does not cover any preparation or installation of any product, nor does it cover any costs related to transportation, fabrication, installation, re-installation, dismantling, plumbing, electric requirements, or any other costs.
9. By activating this warranty, you hereby acknowledge that you have been informed for use and care guidelines, you hereby undertake to follow the Use and Care guidelines for your LAMAR® Products, which is available at www.lamarceramics.co.uk under the resources section or you can ask Point of sale to provide the same.
10. This Warranty is only valid if the LAMAR® Products have been correctly installed (in accordance with the applicable regulations and the specific assembly instructions), and have been used correctly according to their intended application (in accordance with the Use and Care guidelines referred to in section 9 above). Consumable items that may be affixed to or required for use of the defective LAMAR® Products (including rubber elements, seals, valves, etc.) are not covered under this Warranty.
11. **Warranty for LAMAR® Product Polish Finish:** Notwithstanding anything contained in this warranty document, The warranty for LAMAR® Products polish finish series is limited to only for surface damage to two dimensional applications, cracks, deformities, colour fading due to direct exposure to ultraviolet radiation under the terms and conditions and limitations described for all other products. No claim under this warranty is eligible except defects stated in this clause. In particular and unlike the other finishes, the Polished finish has a more delicate texture that requires greater care and precaution as concerns scratches, chipping and the use of aggressive household cleaning products, therefore, no rough sponges, steel wool, caustic soda, abrasive cleaners or any other strong household chemicals/ acid should be used. Direct contact with bleach, acid or chlorine must also be avoided as well as directly cutting foods on the counter top and dragging frying pans, kitchen utensils or household appliances without any type of protection on the surface of the countertop must be avoided. The use of cloths, napkins and trivets is recommended when placing glass, pots or other kitchen utensils on a surface with the Polished finish. By activating this warranty, you hereby acknowledge that you have been informed of the special characteristics of the Polished finish and of the commitment to follow the maintenance instructions for your worktop/countertop.
12. LAMAR® is liable only for defects directly attributable to the manufacturing of the slabs. LAMAR® is not responsible for any defect in the LAMAR® Products resulting from processing, fabrication and/or installation. Therefore, this Warranty does not cover defects that depend on aesthetic discrepancies in the material as well as those due to failings that might derive from after production activities, such as shipping and handling, fabrication, installation.
13. Given that the distinctive features of chemical and physical resistance apply to the top surface of slabs, LAMAR® offers this Warranty, only for the top surface (or portions of it) of the slabs that has not been subjected to alteration, modification, fabrication or installation activities as indicated above. Side surfaces, corners and edges, including those made during fabrication and installation, are excluded from this Warranty.
14. No other type of guarantee is granted either expressly or implicitly including the marketability or suitability for a specific purpose. Unless otherwise indicated in this document, LAMAR® will not in any way assume any contractual or non-contractual liability for any losses or damages as a result of the use or impossibility to use the LAMAR® Products.
15. No one except LAMAR® has the power or is authorized to grant any type of warranty, promise, declaration or guarantee in relation to LAMAR® Products. No other warranty, promise, declaration or guarantee purported to be offered or provided by LAMAR® other than this Warranty will be valid, applicable or redeemable.