COSENTINO

# Warranty Cosentino® Standard

### Australia



LETTER OF WARRANTY

DEKTON®

SENSA

XERON®

LETTER OF WARRANTY

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## Letter of Warranty Cosentino® Standard

This Letter of Warranty (hereinafter, the 'Warranty') shall only be fully valid when the consumer has registered the product within 6 months of the purchase of the product, as indicated in the relevant section, and when the consumer submits the original invoice or purchase receipt (indicating the date of purchase and the name of the dealer of the product). The consumer shall send the defective product to COSENTINO GLOBAL S.L.U. (hereinafter, 'COSENTINO'). In order to be effective, this Warranty must be registered online on the website www.cosentino.com/en-au. This Warranty is transferable.

COSENTINO® reserves the right not to offer the warranty service free of charge if the requirements set out in the previous paragraph are not met, or if the information provided by the consumer is false, incomplete or illegible.

This Warranty is intended for non-professional end users and shall be considered applicable for residential use, such as any building or facility for private accommodation, whether it is a single-family or multi-family dwelling.

### Dekton®, Sensa, Xeron®

This Warranty covers zero crystalline silica surfaces registered internationally under the XERON<sup>®</sup> brand name, as well as large format ultra-compact surfaces registered under the DEKTON<sup>®</sup> brand name, designed for products such as worktops, cladding, walls and floors, among others (hereinafter, the '**Surfaces**').

This Warranty also covers Sensa, a range of selected natural stones with special Senguard protection for use on worktops, cladding and vertical walls.

Likewise, this Warranty also covers Surfaces, when they have undergone any variation at the customer's request and it has been carried out at COSENTINO®'s facilities.

In general, this Warranty covers all those products that cannot be referred to as End Products manufactured by COSENTINO<sup>®</sup> as defined in the relevant section of this Warranty.

# General Aspects covered under the Warranty:

- COSENTINO® undertakes to replace or repair defective Surfaces under the terms and conditions set forth herein, with the same characteristics (colour, thickness, etc.) as those of the product purchased by the customer.
- This Warranty covers products intended for the uses defined within the scope thereof, and maintained according to the care and maintenance instructions for Surfaces, as set out in the USE AND CARE manual of each brand. It is important that the final choice of colour and finish be made before completing the purchase, as changes made later will not be covered under this Warranty.

 It also covers surface defects not found in material quality controls, such as material pathologies resulting from the production process.

# General Aspects not covered under the Warranty:

- Faulty or improper installation, not following the manufacturer's preparation and assembly recommendations.
- Intervention by third parties: any damage caused directly or indirectly by any action. work or any other intervention carried out by third parties outside COSENTINO®, such as problems caused by incorrect finishing/ preparation of the product, modifications to the Surfaces made by third parties, improper installation methods or any other alteration or manipulation of the original product by Cosentino®, such as colour variations, thermal shock, impact damage, misuse or inadequate chemical treatment, performed by third parties outside COSENTINO®. It is important for third parties to follow the manuals that Cosentino® makes available to them, such as those related to Preparation, Handling and Installation, which provide guidelines on all of the above and good practice.
- 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 COSENTINO<sup>®</sup>.
- Damage resulting from improper use, including, but not limited to: (i) the use of the product for purposes other than those for which it is intended; (ii) use of the product in a manner that does not comply with applicable technical or safety standards; or (iii) failure to follow the user and maintenance manual.

- Products that have not been paid for in full.
- Three-dimensional products manufactured by third parties.
- This Warranty does not cover Surfaces that do not meet the customer's requirements, in their personal opinion, after delivery, in terms of colour, veining performance and appearance (for those surfaces that have such a feature). edge profiles or other aspects selected by the customer at the time of purchase.
- The differences between samples or photographs of any COSENTINO® product and the actual product purchased are excluded from this Warranty.
- · This Warranty shall be void in the event of repairs and/or handling made to the product without due verification by COSENTINO®.
- Any unforeseen or consequential damage, loss or cost, other than that of the product itself, 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 restore the Surfaces. These shall be the sole responsibility of the customer.
- 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

- COSENTINO<sup>®</sup> does not manufacture worktops or any other application, but provides the material 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 COSENTINO®.
- This Warranty only covers the replacement of the defective product with one of identical characteristics (colour, thickness, etc.) to that purchased by the customer, unless this is impossible due to the product being discontinued, in which case it shall be replaced by the most similar product at that time.
- Use of the products 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).
- Surface damage caused by external agents on the surface of the material affecting its surface appearance.

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\*Products under the Silestone brand will be covered according to the same criteria as above.

### Specific Warranty Information:

### Dekton® 25-Year Warranty:

COSENTINO<sup>®</sup> guarantees the registered owner of the installed DEKTON<sup>®</sup> by Cosentino<sup>®</sup> products against manufacturing defects for a period of **TWENTY-FIVE (25) YEARS**.

#### What the Warranty covers:

- Surface damage to two-dimensional applications, such as worktops, cladding, walls and floors permanently installed inside a dwelling (or property intended for use other than a residence). See the USE AND CARE manual.
- Cracking caused by exposure to extreme hot and cold temperatures, as well as thermal shock cracking.
- Stains due to common food, beverages and household products, provided that customers have followed the proper care and maintenance guidelines.
- Fading due to direct exposure to ultraviolet (UV) radiation, both inside and outside buildings.
- DEKTON® products used for barbecues, fireplaces or any surface which may be exposed to heat, provided that the applicable installation manuals available at www. cosentino.com are strictly adhered to.
- The DEKTON® XGloss/Stonika series consist of ultra-polished and ultra-compact surfaces, which require regular maintenance and cleaning. The Warranty covers these surfaces that have been maintained in accordance with the cleaning and maintenance guidelines, which can be found at www.cosentino.com

# What the Warranty does not cover:

- Cracking and chipping due to the impact of heavy objects and the movement, displacement or positioning of the supporting structure under the surface of the worktop or flooring (kitchen units, floors, foundations, etc.) are not covered under this Warranty.
- Products that have been treated or covered with unapproved chemicals or coatings.
- Products exposed to abnormal use or conditions, or misuse (chipping, cracking, impact damage or breakage due to customer misuse).
- DEKTON® Surfaces are designed to have a natural, non-uniform appearance; as a result, this Limited Warranty does not cover variations in colour, shade, particle structure or gloss level.
- This Warranty does not cover wear marks on DEKTON<sup>®</sup> products, including, but not limited to, metal marks, fingerprints or smudges and other similar wear indicators caused by the use of utensils.
- Some DEKTON® colours may only be suitable for use in a specific application. The customer will be informed of the colours which Cosentino® recommends to use only for a specific application, and should not rely on any other oral or written statements to the contrary. By purchasing these colours in particular, the customer agrees to indemnify and exempt COSENTINO® from all rights and claims under the Warranty if such colours are used or applied contrary to COSENTINO®'s recommendations.
- The warranty for Dekton<sup>®</sup> products with GRIP/GRIP+ finish shall not exceed FIVE (5) years, under the terms, conditions and limitations described for all other DEKTON<sup>®</sup> by Cosentino<sup>®</sup> products.

### Sensa 15-Year Warranty:

COSENTINO<sup>®</sup> guarantees the registered owner of the installed SENSA by Cosentino<sup>®</sup> products against manufacturing defects for a period of **FIFTEEN (15) YEARS.** 

SENSA offers a protective treatment to reduce the absorption and therefore also the stainability of the material. The treatment is not a sealer, but bonds to the surface of the stone in a different way to conventional sealers.

We recommend following the care and maintenance instructions contained in the Sensa product manual.

The CUSTOMER accepts that the material supplied by COSENTINO®, as well as the colours and technical specifications of said material, require the express consent of COSENTINO® for its approval for outdoor use.

Likewise, the CUSTOMER accepts and releases COSENTINO® from any liability, damage or omission that may arise from the lack of express written authorisation from COSENTINO® for the use of the material in outdoor areas.

#### What the Warranty covers:

- Situations not covered under the terms of the COSENTINO® Standard of Quality.
- Defects in the integrated protective treatment provided that the instructions in the Product Manual are complied with.

# What the Warranty does not cover:

 Colour variation, thermal shock or inappropriate chemical treatment, such as application of acid, nitric acid solution or other non-SENSA sealants, carried out by third parties not related to COSENTINO<sup>®</sup>.

### Xeron® 10-Year Warranty:

COSENTINO<sup>®</sup> guarantees the registered owner of the installed XERON<sup>®</sup> by Cosentino<sup>®</sup> products against manufacturing defects for a period of **TEN (10) YEARS**.

#### What the Warranty covers:

 Surface damage to two-dimensional applications, such as worktops, cladding, walls and floors permanently installed inside a dwelling (or property intended for use other than a residence).

# What the Warranty does not cover:

- Exposure of the product to UV radiations.
- Cracks in the surface after installation. Cracks in the end product shall not be considered an indication of defective material. The main causes of cracking are improper movement of the material, direct application of heat to the surface, excessive weight placed on the surface or the result of bumping the material after installation.
- Direct application of heat to the surface.
- Excessive weight placed on the surface.
- Chipping, as it is not due to defective material, but is the result of scraping and bumping objects against the edges of the surface.
- Variations in colour, shade, particle structure or gloss level of the material resulting from natural changes over time in the various components of the product.

- The definition of manufacturing defects covered under this Warranty does not include the durability of features ancillary to the actual functionality of the product during its period of validity.
- Any problems or damage caused by exposure of the product to heavy and continuous use over long periods of time, including but not limited to discolouration, loss and decline in performance and aesthetic characteristics, and warping of floors. Problems, damage or nuisance resulting from the generation of static electricity or the use of products designed to eliminate or reduce its effects.

### End Products Manufactured by Cosentino®

#### Kitchen sinks, Integrity sinks, bathroom countertops, shower trays, washbasins

This section of the Warranty is limited to end products manufactured under any of the COSENTINO<sup>®</sup> brands in the form of three-dimensional products, such as kitchen sinks, washbasins,

bathroom countertops and shower trays (hereinafter, the 'End Products'), and covers any manufacturing defects in such products for a period of FIVE (5) YEARS, from the date of purchase.

All this under the terms, conditions and limitations described for the rest of XERON® or DEKTON® by Cosentino® products in this document and also available on the website.

This Warranty is only valid when the end 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 (Use, Care and Maintenance Guide).

Consumable items (rubber elements, seals, valves, etc.) are not covered under this Warranty

\*End products manufactured under any other of the Cosentino brands will be covered according to the same criteria as stated for Xeron <sup>®</sup>.

# Registration and Claims

#### Warranty Registration:

To register as a holder of this Warranty, it must be activated via www.cosentino.com/en-au

This website requires certain information for registration, including information relating to the point of sale and/or the stonemason, as well as the customer. Therefore, we recommend that customers register directly with the point of sale or stonemason. At the end of the registration, the customer may print this Warranty for their use.

In order to benefit from the Warranty, it must be registered within six (6) months of purchase.

#### How to Make a Claim

If you believe that any of the products covered under the Warranty to be defective and wish to make a claim under this Warranty, you should contact your point of sale or visit the website for your country where you will find the Customer Service contact details:

Cosentino Global S.L.U. Carretera de Baza-Huércal Overa km 59 04850 Cantoria (Almería) www.cosentino.com

To receive timely service under the terms and conditions of this Warranty, you must allow COSENTINO® or its authorised agents, stonemasons or fitters to inspect the products at your project site. In addition, you must reasonably cooperate with COSENTINO® and its agents in their efforts to service this Limited Warranty.

COSENTINO®'s obligations under the Warranty are subject to receipt of proper notice from the purchaser covered under the Warranty and COSENTINO®'s reasonable ability to perform. Failure to allow inspection will render this Warranty null and void.

In no event shall COSENTINO® be liable, whether in contract or tort, for any direct, indirect, punitive, incidental, consequential or other damages, including, but not limited to, damages for loss of profit arising from the use or inability to use the product in residential applications covered under this Limited Warranty.

#### COSENTINO

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