

STANDARD LIMITED WARRANTY - SOLID FENIX WORKTOPS

Warranty

Direct Online Services LTD (“Direct Online Services”) provides to consumer-end users a standard limited warranty subject to the conditions set out in this warranty (the “Warranty”).

This warranty does not apply to “professional end user” meaning any person who uses the worktop in the course of its business, trade, or professional activities. This also includes any natural person who acts in the context of its business, trade or profession where the law allows. Anything beyond this is considered as a “consumer-end user” (hereinafter: “Consumer”). This Warranty is valid for Consumers who legally own the worktop.

Consumer rights

This Warranty is the sole and exclusive form of guarantee on the worktop supplied by Direct Online Services to the consumer. This warranty is a voluntary factory warranty and includes rights on top of the legal rights consumers enjoy under applicable law regarding the purchase of goods and cannot limit that legal warranty under applicable law. It does not replace the guarantee offered by seller and any right of free remedies that the seller may need to provide pursuant to law.

10-year guarantee

Direct Online Services guarantees that the worktop is free from manufacturing defects for a period of 10 years after the date of the first purchase of the worktop by the original Consumer (hereinafter: “Original Purchase Date”). Any claim or claim made in the context of this Warranty outside the aforementioned warranty period will not be accepted.

Purpose

The Warranty is valid only for domestic use of the worktops and worktops that have been installed indoors. This Warranty does not extend to the components and accessories supplied with the worktop. The guarantee is to be considered personal to the Consumer, non-transferable and/or transferable for any reason and is recognized only to the Consumer who buys, installs and registers the new worktop in the manner provided for in this document.

Conditions

This Warranty is conditional on the Consumer abiding by the installation, care and maintenance instructions, failing which the Warranty shall be null and void. The Warranty does not cover cases where the defect is not directly attributable to the manufacturer, and, in particular, in the case of:

- Incorrect storage, assembly or installation of worktops;
- Incorrect, inappropriate, unsuitable, improper, negligent, non-domestic and/or negligent use or modification of the worktop;
- Installation, storage, use of the worktop in external environments;

- Any defect, such as scratches, marks or rubbing, due to improper use;
- Normal degradation due to use of the worktop and normal wear and tear;
- Interventions and/or repairs carried out by unskilled and/or unauthorized personnel;
- Damages and/or failures occurred during the handling and/or transport of the worktop, such as tampering, scratches, dents, malfunctions;
- Inappropriate cleaning or stains and/or rust or other damages caused by the use of unsuitable detergents (aggressive, highly alkaline products, not indicated for the regular maintenance of the worktop) or by highly calcareous water flow;
- Defects due to unforeseen and unforeseeable events, which are unrelated to the manufacturing process of the worktops (such as fortuitous events and/or force majeure, atmospheric events such as electrical discharges and lightning, vandalism, fires);
- Use of non-original components and/or spare parts that could compromise the functionality and conformity of the worktop.

Defects

The Consumer must report any defect in the worktops no later than sixty (60) days from the discovery of the defect, indicating on the appropriate complaint form:

- The name and further details of the Consumer;
- The name and code of the worktop;
- The number and date of the purchase document and a copy of that document;
- The details of the seller from which the Consumer has bought the worktop;
- A detailed description of the defect accompanied with photographic evidence;
- Methods of use of the worktop and environmental conditions in which it was used.

Inspection

Once the Consumer's Warranty claim has been received, Direct Online Services or one of its service partners will carry out a preliminary verification of the defect and will notify the Consumer of any need for further checks, if necessary.

Repair or replacement

In accordance with the provisions of this Warranty and within the warranty period, Direct Online Services will, at its option and sole discretion (subject to any mandatory provision of national law to the contrary) either repair the defects in the worktop or replace the worktop free of charge (cost of transport, collection or installation of the worktop are excluded to the extent permitted by mandatory national law). Repairs performed under these Warranties must be performed by a Direct Online Service authorized service supplier.

Spare parts or replacement devices for the worktop will be provided on an exchange basis and may in turn be new or repaired to be functionally similar to a new worktop, unless otherwise provided by national law. All original parts

replaced under this Warranty become the property of Direct Online Services and the new or replaced parts become the property of the Consumer.

If the worktop is no longer sold by Direct Online Services, Direct Online Services will provide an appropriate replacement in the same style and price range. It is Direct Online Services who determines, in its sole discretion, what constitutes an appropriate replacement. An appropriate replacement constitutes a worktop of the same type and in the same price range as the original. If the Consumer prefers to upgrade to a higher specification worktop, Direct Online Services will charge the difference between the like-for-like replacement price and the requested replacement worktop.

The Warranty does not provide, in the event of sending a replacement worktop, expenses related to the transport, collection and removal of the defective worktop, its disposal and the installation of the replacement worktop, which will be the sole responsibility of the consumer. It does not include the costs associated with removal, repair or replacement of fixtures.

The remedies described above constitute the only remedies invocable by the consumer against Direct Online Services on the basis of the Warranty.

No extension

The repair or replacement of the worktop carried out according to this Warranty does not extend the period of validity of the Warranty, which will expire in any case at the end of the expected period of 10 years from the Original Purchase Date. The repaired or replaced worktop is subject to the remaining warranty period of the original worktop or a longer period if imposed by mandatory national law.

DISCLAIMER OF WARRANTIES

The warranties set forth herein are the only warranties made by Direct Online Services in connection with these worktops, and are expressly in lieu of any other warranties, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. Worktops sold by Direct Online Services are sold only to the specifications specifically set forth by Direct Online Services in writing.

LIMITATION OF LIABILITY

No claim by buyer of any kind, including claims for indemnification, whether as to quality or amount of worktops delivered or for non-delivery of worktops, shall be greater in amount than the purchase price of the worktops in respect of which damages are claimed. IN NO EVENT SHALL DIRECT ONLINE SERVICES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR COVER, OR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE WORKTOPS, SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO. BUYER SHALL INSPECT FOR NONCONFORMITY PROMPTLY UPON RECEIPT.

Law

This limited warranty will be applied by and is subject exclusively to the law of England and Wales. Despite this choice of law, the consumer has the right to protection guaranteed by the mandatory law of the country of residence. The courts of England and Wales have exclusive jurisdiction to recognize disputes relating to this limited warranty. Uniform treaties and laws based on international trade in physical goods (which include but are not limited to the United Nations Convention on Contracts for the International Sale of Goods) are excluded.