

HIMACS WARRANTY

HIMACS 15 YEARS LIMITED INSTALLED WARRANTY TERMS

 LX Hausys



This limited warranty covers all HIMACS products manufactured and or marketed by LX Hausys Europe. The warranty covers also finished products when fabricated and installed by a member of the HIMACS Quality Club. LX Hausys Europe expressly warrants to the owner of a HIMACS installation made following the application, fabrication and installation guidelines published by LX Hausys Europe for HIMACS that it will, repair or replace HIMACS, if the product fails due to any product manufacturing defect during the first 15 years after installation. LX Hausys Europe will cover in that case the costs related to installation, transportation and fabrication on top of the material.

The warranty of the original purchaser can be transferred to the next owner. A purchase receipt or other proof of date of original purchase from one of our HIMACS Quality Club members will be required before warranty service is rendered. In case the above mentioned document is unavailable, the warranty will not be applicable.

This warranty will not apply to damage caused in the following cases:

1. Improper fabrication and installation of your HIMACS :

- fabrication and installation not done by a HIMACS Quality Club member;
- failure to follow procedures recommended in the application, fabrication and installation guidelines (sheets 6 mm for vertical application, 9 mm for horizontal application without heat source and 12 mm sheet for horizontal application with heat source or more structural support);
- faulty or improper installation, including seams (need to use HIMACS adhesive only);
- a non-authorized modification of the installation.

2. Failure to apply the HIMACS Use & Care guidelines including:

- improper or inadequate general maintenance;
- hard chemicals or physical aggression of the installation;
- exposure to excessive heat due to direct heat (e.g. hot pots and pans put without protection on the surface without trivet with rubber legs or protective pad) or due to a bad thermal isolation (e.g. for cooking plates, bains-marie, etc.);
- pouring boiling liquids into HIMACS shapes without running the cold tap as well;
- force majeure.

3. HIMACS Colours and gloss finish of HIMACS

- the basic HIMACS material is identical for every colour but it is important to note that darker and more heavily pigmented colours will show dust, scratches, haziness, marks left by hard water and other ordinary wear and tear more noticeably than lighter textured colours.
- therefore colours marked with a * are less suitable for applications that are exposed to extensive surface contact such as worktops located in heavy traffic area as an example. Disclaimer colours (mentioned with a * on the brochure and on www.himacs.eu) are not covered by the present warranty.
- due to specific characteristics and properties of the Marmo colours, which have a veined effect, special consideration has to be taken into account with jointing and the use of coved up-stands. Veining may vary from sheet to sheet.
- applications using inappropriate gloss finish for the intended end use (as mentioned in the colours brochure or in any other HIMACS documentation) will not be covered under this warranty.

4. DecoBowl™ and DecoTray™ are no longer covered under the 15 years limited installed warranty, as off 01.01.2008 and DecoSink as off 01.06.2006. All cast shapes sold by LX Hausys Europe are covered by the present warranty.

5. HIMACS repairs or replacements under this warranty must be executed by a member of the HIMACS Quality Club.

6. This warranty is applicable until superseded, only on installations:

- executed after 01.09.2003 in Europe; For any other location, please consult LX Hausys Europe.
- executed by a member of the HIMACS Quality Club;
- installations which have not been moved from their original location;
- installations that are properly maintained and used applying the Use & Care guidelines.

7. LX Hausys Europe's obligation together with the HIMACS Quality Club members is limited solely to the repair or replacement of the products purchased, including reasonable and necessary labour charges when the claim is acceptable within the warranty terms. In case HIMACS is not in a position to repair or replace, depending on the case, a defective product, LX Hausys Europe commits to reimburse, within a reasonable time frame after the filing of the claim, the purchase price of the HIMACS material, as long as the customer returns to LX Hausys Europe or the assigned HIMACS Quality Club member the defective material.

8. No other expressed or implied warranties of merchantability or fitness for a particular purpose are made by this warranty except for those expressly provided herein. Under no circumstances shall LX Hausys Europe be liable for any loss or damage arising from the purchase, use or inability to use this product, or for any special, indirect, incidental or consequential damages.
9. This warranty entitles the purchaser to specific legal rights. Other rights may also be available, which may vary from country to country.
10. To obtain service under this warranty, please contact directly the source from which you purchased your TM. Our HIMACS Quality Club member will evaluate your claim and when accepted will develop a practical and satisfactory solution. For any additional question with regard to the present warranty, you can contact LX Hausys Europe by writing to the following address:
LX Hausys Europe GmbH
HIMACS – Warranty Department
Lyoner Str. 15
60528 Frankfurt am Main
Germany
Please include your name, address, phone/fax number and e-mail in all correspondence as well as your purchase receipt. We will respond to all inquiries within 30 working days.
11. The present 15-year limited installed warranty for HIMACS from LX Hausys Europe is ruled under the German law. Any argumentation in relation to this 15-year limited installed warranty, its interpretation or its execution will fall under the exclusive competence of the courts of the city of Frankfurt am Main, Germany.
12. HIMACS colours are particularly suitable for outdoor applications because of their good UV-resistance. Their colour-fastnesses are guaranteed 5 years for a tolerance of $\Delta E2$ to $\Delta E5$ according to the colour:
 - For $\Delta E2$: S828 Alpine White UV+
 - For $\Delta E5$: S028 Alpine White, S728 Alpine White FR, S034 Diamond White, S029 Ivory White, S009 Cream, S002 Almond, G034 Arctic Granite, G004 White Quartz, G038 Sea Oat Quartz, G048 Beach Sand, G002 Grey Sand, S302 Opal

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Quality and environmental responsibility

All HIMACS products are manufactured to ISO 9001 quality procedures for systems and processes, as well as ISO 14001 environmental protection standards

