

## WARRANTY FOR RESIDENTIAL IDYLIUM AND AUTOMOBILI LAMBORGHINI SURFACES COUNTERTOPS

### **1. Introduction**

According to the terms and conditions contained in this document, the Manufacturer guarantees to the end consumer of Idylium or Automobili Lamborghini Surfaces mineral stone already installed (below "Idylium surfaces") that, for a variable period of years, depending on the specific case, from the date of purchase and installation in the original residence, the Idylium materials characterized by cutting-edge technologies, great attention to detail, low environmental impact, new and unique design in pure Italian style, will not be affected if properly laid and maintained.

### **2. What we guarantee - Modular guarantee**

The Manufacturer guarantees the Idylium Surfaces for a variable period of 50/25/25 years as below.

Period	Defect type	Examples
50 years	Heat damage	cooking pot, cigarette burn
25 years	Stains	Food, drink, detergents of common use
25 years	Color loss	Yellowing, fading

This warranty covers Idylium surfaces for the following cases:

- Cracks due to exposure to extreme hot or cold temperatures and thermal shocks from domestic home cooking (pot, coffee pot or hot tray)
- Staining caused by food, beverages and common household cleaning products provided customers follow the guidelines of care and maintenance that are in the Technical Manual available at [www.idylium.com](http://www.idylium.com)
- Loss of color due to direct exposure to ultraviolet (UV) sunlight in both internal and external conditions

The Manufacturer guarantees Idylium Surfaces in all 3 cases mentioned above both for indoor and outdoor applications installed and used only as countertop with a thickness equal to or greater than 12mm.

### **3. Who do we guarantee**

This warranty is limited to the end consumer who purchased the Idylium Surfaces for residential use. This warranty covers Idylium Surfaces purchased from an Idylium authorised installer or reseller for residential use and laid by an authorized installer according to the instructions in the Technical Manual downloadable from [www.idylium.com](http://www.idylium.com)

This warranty does not cover the "commercial uses" of the Idylium Surfaces. "Commercial uses" include, but not limited to, use in commercial buildings such as retail stores, restaurants, offices, hotels or apartment complexes.

For this type of destination, please refer to the General Terms of Sale (available on [the www.idylium.com](http://www.idylium.com) website) which specifies the 1 year warranty to all Idylium Surfaces applications).

This is the only warranty offered by the Manufacturer for Idylium surfaces for residential applications. Under no circumstances shall the Manufacturer be liable in either tort or contract for any loss of direct, consequential, punitive or incidental damages, or any similar damages, including but not limited to loss profits damages, damage to other products or structures, or additional repairs, or modifications

such as hydraulic, electrical changes, cladding, screed, masonry works, and preparations necessary to repair or replace the Idylium Surfaces covered by this limited warranty.

The liability for any other repairs and changes will be in charge of the customer.

No one else except the Manufacturer can give guarantees or make promises regarding Idylium Surfaces.

The Manufacturer reserves the right to refuse this warranty service if any of the above requirements are not met, or if the information provided by the customer is false, incomplete or unreadable.

This warranty is only operational for Idylium surfaces that have been maintained in accordance with the care and maintenance standards available on [the site www.idylium.com](http://www.idylium.com)

*This limited warranty is personal and non-transferrable, and is only applicable to the person registering their personal data in accordance with the terms and conditions of the warranty.*

#### **4. How to activate warranty**

This guarantee is activated only if the end consumer has registered the warranty within 1 month of the purchase (invoice date), as shown below, and if that customer provides the original invoices or purchase receipts (which indicate the date of purchase and the name of the Idylium Surfaces retailer in question).

To register this guarantee you must complete the guarantee registration form available on the [www.idylium.com](http://www.idylium.com) website or write to the [customerservice@idylium.com](mailto:customerservice@idylium.com) email address to receive the registration form. Registration must take place within 1 month of the purchase in order to be useful for the purposes of this guarantee and must be complete in all its parts.

To obtain service under this warranty, you must allow the Manufacturer or its authorized agents, fabricators or installers to inspect the Idylium Surfaces at your residence. In addition, it is necessary to cooperate reasonably with the Manufacturer and its agents in their efforts to meet this limited guarantee.

Failure to accept the inspection will render this warranty void.

#### **5. How to file a claim**

Any claim must be formalized in writing to the Manufacturer at the e-mail address [customerservice@idylium.com](mailto:customerservice@idylium.com)

In addition to the invoicing data, the communication must contain an accurate description of the defect accompanied by appropriate photographic documentation, without which the claim will be considered null and ineffective, and no guarantee will be granted.

#### **6. What the warranty includes**

The Manufacturer, at its discretion, may repair or replace the Idylium Surface, with products that have the same characteristics (same color, thickness, etc.) as the original products purchased by the buyer. If the product is no longer in production or unavailable for any reason, then the product will be replaced with an Idylium product of similar characteristics. The costs of removal, fabrication, installation, disposal, transport of the replacement product from the point of sale / retailer place to the final consumer and / or vice versa are excluded from this warranty.

This warranty is valid for Idylium Surfaces whose maintenance has been carried out in accordance with the care and maintenance standards available on the website [www.idylium.com](http://www.idylium.com)

**BESTSURFACE**  
BREAKING DESIGN

**Best Surface Holding Srl**

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[idylium.com](http://idylium.com)

## **7. What the warranty excludes**

This warranty does not work in case of:

- installation defects
- failure to comply with maintenance rules as reported at the [site www.idylium.com](http://www.idylium.com)
- any damage caused by actions taken by third parties not related to the Manufacturer such as problems caused by incorrect finishing/preparation of the product, by improper installation methods, or other modifications or manipulations of the original Idylium product.

This warranty does not apply in the following:

- Cracks of Idylium Surfaces due to external factors or interactions such as impacts, uneven furniture or floors, structural settlements or movements, improper installation or other conditions in the residence that could cause the surfaces to shift. Therefore, cracks or chipping due to impact from heavy objects, and movement, displacement, settling of the support structure below the countertop or flooring surface (furniture, floor, foundation, ...) are not covered by this warranty.
- Products treated or covered with unauthorized chemicals and/or coatings. If the Manufacturer determines, at its discretion, that the application of unauthorized chemicals and/or coatings caused or contributed to the occurrence of the defect(s) in the product, it will have no obligations arising from this warranty.
- Products exposed to wear and exceptional conditions or mistreatment of various types. "Wear and exceptional conditions" includes, but is not limited to, damages from mishandling or misuse, physical or chemical abuse, failure to follow proper care and maintenance instructions, in particular maintenance or damage due to chipping, chipping, impact damage or breaking due to customer abuse.
- Appearance of veins or performance
- Temporary marks on Idylium Surfaces including but not limited to tool marks, fingerprints or stains or other temporary marks caused by household cleaning tools.
- Chips, abrasions and scratches, intended as the result of rubbing and bumping objects on the surface or edge of the product.

This warranty does not cover products that the customer deems ineligible after installation due to color, edge style or other opinions based on personal preferences. (in example, differences between samples or photographs of any Idylium Surface and the product purchased).

Idylium Surfaces are intended to have a natural and non-uniform appearance; thus this limited warranty does not cover any variances in color, shade, particle structure or gloss level.

This warranty does not cover Idylium surfaces other than *countertops* and thicknesses less than 12mm (e.g. 8mm and 6mm or other thinner format).

## **8. Applicable law and competent forum**

This Warranty is governed by Italian law.

All disputes arising from or related to the interpretation, application or execution of this Warranty are subject to Italian law and will be subject to the exclusive jurisdiction of the Milan Forum, including for related legal actions.

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