

## PRODUCT GUARANTEE

Designer Stone Solutions Australia Pty Ltd products are sourced from some of the best tile manufacturers in Italy, Spain, and Asia. We take pride in sourcing high quality, sustainably made products that meet and exceed the expectations of the Australian market. We work closely with our manufacturers to ensure our products are tested and adhere to Australian standards for quality, performance, and durability.

All tile ranges supplied by Designer Stone Solutions Australia Pty Ltd are covered by a 10 Year Guarantee (from the date of purchase) for Domestic use, and 7 Year Guarantee for Commercial use, against manufacturing defects (such as warping, crazing and fading).

The benefits conferred by this guarantee are in addition to, and not in substitution for, any other rights and remedies given to consumers in relation to goods under the Trade Practices Act (and similar State and Territory laws) across Australia and New Zealand and are subject to the following terms and conditions.

1. This guarantee applies to all products imported by Designer Stone Solutions Australia Pty Ltd and purchased on or after 1 January 2011.
2. The 10-year coverage period is effective from the date of purchase, as listed on the original sales document.
3. Domestic Use only – this Guarantee only applies where the product is used for normal domestic purposes.
4. The act of laying the material means the material is accepted for décor, shade, quality, type and size. No claim will be accepted once the material is laid. Fixing of the product constitutes acceptance of the product.
5. A tile is only one component of a much larger building system that requires careful planning before the tiles are fixed. It is strongly recommended that you employ the skills of a licensed tiler to install your tiles. Ensure that you and the installer have a written contract detailing the scope of work. Failure to ensure the latter has legal implications and may void any warranties.
6. Please note: Certain defects, which may become apparent after installation can be related to how the tiles were installed or to the supporting structure and materials used. Ceramic and porcelain tiles must be fixed in accordance with the relevant fixative manufacturer's instructions and/or AS 3958.1-2007 "Guide to the Installation of Ceramic Tiles. This includes requirements such as checking prior to installation that the tiles are fit for purpose, checking sufficient quantities of tiles of the same batch are supplied, ensuring that tiles from multiple boxes are mixed during the laying process to ensure blending, correct sealing of tiles is carried out as required on natural stone products, ensuring appropriate expansion joints as used as required by the Australian Standards, and so on. This warranty will not cover situations where it cannot be satisfactorily demonstrated that the appropriate materials, and applications have been used. Designer Stone Solutions Australia Pty Ltd reserves the right to determine if the fault is a non-valid defect.
7. We advise customers to purchase a minimum of 10% additional quantity for wastage to allow for tiles which may become damaged during or after installation. Designer Stone Solutions does not guarantee the availability of replacement tiles of the same colour, batch or pattern after the time of purchase.
8. Once tiles have been laid, liability will not be accepted for shading or obvious visual faults. Tiles with obvious manufacturing defects should not be laid.



9. All ceramic and porcelain tiles can be slippery when wet. Liability will not be accepted for accidents due to inappropriate tile selection, maintenance, or carelessness. Our slip test results have a value that may appear acceptable at the time of test, customers must be aware of factors that will alter these results including: wear and tear, gradual build-up of residue, water, oil and any other contaminants of the surface. These factors are beyond the manufacturers control and therefore NO LIABILITY can be accepted for accidents
10. Non-Transferrable – this Guarantee, once issued, is non-transferable. Therefore, the Warranty will expire should the purchaser dispose of the property in which the tiles have been installed. To avoid doubt all subsequent purchasers acquire the product “as is”.
11. Non-valid defects – this Guarantee does not cover damage caused by structural movement, normal wear and tear, damage or defects caused by incorrect installation, lack of proper maintenance, accidents, abuse, or misuse. It is the purchaser’s responsibility to satisfactorily demonstrate that substrate materials and fixatives are fit for purpose.
12. Designer Stone Solutions Australia Pty Ltd reserves the right to reject any unreasonable claim.
13. If a purchaser makes a claim under this guarantee, the following must be provided:
  - a. satisfactory evidence of defects in the tiles purchased,
  - b. the original Guarantee Certificate identified as their Tax invoice.
  - c. proof of identity showing current address.
  - d. All claims must be in writing and submitted within 14 days of discovery of any defects.
14. Valid product Guarantee claims shall be dealt with by Designer Stone Solutions Australia Pty Ltd at its complete discretion by any of the following:
  - a. Replacement of same or equivalent product,
  - b. Repair or re-polish of existing product
  - c. Cash settlement
  - d. Combination of the above
15. Limited to the defective product only. Please note, where the Guarantee does not apply due to the above terms and conditions, Designer Stone Solutions Australia Pty Ltd will continue to honour all relevant Statutory Warranty requirements.