

Limited Warranty – F/ LIST® Stone Products (Attachment 1 of General Terms and Conditions)

1. In the event of any defects to the F/ LIST® Stone Products (including - but not limited to - granite, marble, onyx, travertine, quartzite, hereinafter referred to as "**Stone Products**"), customer's rights towards F. LIST GMBH (hereinafter referred to as "**F/ LIST**") shall be enumerated exclusively in this Limited Warranty and F/ LIST's General Terms and Conditions in its current version as attached hereto. In the event of an inconsistency between this Limited Warranty and F/ LIST's General Terms and Conditions, the provisions of this Limited Warranty shall prevail.
 2. F/ LIST represents and warrants that its Stone Products will at the time of transfer of risk (i) be free and clear of liens, charges or encumbrances, or title of a third party; (ii) be manufactured in good, workmanlike manner; (iii) be fit for the purpose intended; (iv) be free of defects; (v) be state of the art at the time of conclusion of the Purchase Order; and (vi) not affect the airworthiness of the Aircraft.
 3. The warranty period shall be 12 months beginning with the transfer of risk.
 4. The warranty does not cover any products or services for which F/ LIST has not been paid in full.
 5. Damage to the Stone Products after transfer of risk, alteration by others, during storage or transit by others, during installation by others, resulting from repairs performed by others, resulting from abuse or misuse or exposure to certain outdoor conditions, or resulting from improper maintenance is not covered under this warranty.
 6. Tolerances for dimensions such as length, depth, overhang, centerline, etc. allow for slight variances from design specifications. Variances not clearly visible or which can be detected only by using measuring devices are not covered under this warranty. Settling of floors, sub-structures, cabinets and changes in ambient conditions might result in misalignment of installed products, opening of seams and joints, and gaps where products meet each other and meet walls, none of which are covered by this warranty.
 7. The substructure must fulfill the following criteria, otherwise damages to the Stone Products are not covered under this warranty:
 - 7.1. Surface must be 100% even
 - 7.2. Ground panels must not move when connected
 - 7.3. Substructure must be suitable for installation (with Hook & Loop Tape or screwing)
 - 7.4. Substructure must fulfill the static requirements
 8. The warranty does not cover damages caused during installation or de-installation. For convenience reasons F/ LIST will provide customers with a guideline for installation and de-installation, for which F/ LIST does not accept any responsibility.
 9. Consequential, incidental, minor, or indirect damages of any kind are expressly not covered under this warranty. Such items which are not covered include – but are not limited to – fabrication costs, costs to un-install or re-install, plumbing, electrical work, tile, wall treatments and coverings, delivery charges, loss of use, and any other costs or forms of compensation. Any damage to persons or property resulting from handling or installing by others, or from use of this product is expressly not covered. Specifically included in this exclusion are minor nicks and chips to walls, cabinets, or appliances, cutting into walls to fit countertops, and dust or debris created during installation. F/ LIST's maximum liability under this warranty arising out of the sale of other products or installation services, based upon warranty or contract, shall never exceed the actual payments received by F/ LIST in connection therewith.
 10. Some products sold by F/ LIST may have a limited warranty provided by a third-party manufacturer or vendor. All products which do not include a warranty by manufacturer or vendor are sold AS IS and without warranty. F/ LIST shall notify customer if a product is not covered by manufacturer or vendor warranty.
 11. The rectification of a defect shall be performed by F/ LIST. F/ LIST decides at its discretion whether to repair or replace a defective item. In the event that the rectification of a defect is performed by customer or a third party without the prior written consent of F/ LIST, customer is deemed to have waived all rights concerning the particular item arising out of warranty or whatever legal ground.
 12. In order for customer to file a claim under warranty on time customer shall file a written notification to F/ LIST in which it shall specify in reasonable detail the potential defect within the warranty period and (i) F/ LIST and customer may either agree in writing about the respective warranty issue within the warranty period or (ii) customer shall file a claim to the competent court as stated in F/ LIST's General Terms and Conditions within 30 days after the lapse of the warranty period, in case the parties are unable to find an amicable solution as set forth in (i).
 13. The following guidelines are intended solely to clarify an understanding of certain properties, characteristics, or conditions associated with products delivered by F/ LIST. They do not represent all of the properties, characteristics, or conditions which may be covered or which may be excluded from coverage under this warranty.
 14. **Color and veining:** Stone Products are composed of natural materials and are subject to variations in background color, veining distribution and veining pattern. The color, shade, veining, color concentrations (blotches), and any other variances in the appearance of natural stone will exist and will vary between a sample you may have used in the selection process and the actual stone(s) used on your project, between two stones, and even within the same stone. Such naturally occurring variations are to be expected in stone and are not considered defects.
 15. **Finish:** Your Stone Product will come with a polished finish (unless ordered in another finish). Irregularities in the finish and gloss levels of natural materials like stone are common, reflecting the unique natural patterns and finish that gives each Stone Product its distinctive appearance. Finish and gloss will vary from piece to piece and on the same piece.
 16. **Surface irregularities:** Natural stone is composed of minerals and is earth-formed over hundreds of millions of years. Fissures, pitting, mineral pooling, and other naturally occurring features in stone should not be considered as defects, and are not covered under this warranty.
 17. **Fissures/Hair Cracks** occur naturally in many stone types. A fissure is defined by the American Geological Institute as "an extensive crack, break, or fracture in the rock, which may contain mineral-bearing material." The term "fissure" is used commercially in the stone industry to describe a visible separation along intercrystalline boundaries or the voids between mineral crystals. This separation may start and stop within the field of the Stone Product or extend through an edge. A fissure differs from a crack in that it is a naturally occurring feature in the stone.
 18. **Chips** can occur in Stone Products either as a result of handling or maintenance. Chips may be repaired prior delivery, if the completed repair is consistent in color and texture with unrepaired areas of the slab. Such repairs are not treated as defects and are therefore not covered under this warranty.
 19. **Pitting** of the Stone Products surface, particularly in granite, is a common characteristic of natural stones. Granites are made up of several different minerals, each mineral having a different hardness. Granites contain quartz, feldspars, biotite, amphibole, ferrous titanium oxides, and other minerals. On the Mohs Scale, diamonds are the hardest mineral, with a rating of 10. Quartz and feldspar have a hardness of 6.5 to 7 and are very durable. Biotite (mica) is very soft (2.5) and flakes easily. All true granites have biotite in their composition. Because biotite is soft and flaky, the first few layers are removed during the polishing process, causing pits throughout the slab. Some granites have more biotite throughout their composition than others. The higher the biotite content of the stone, the more pits it will have. Most polished igneous rocks will have varying degrees of pits, depending on the amount of biotite, muscovite, and phlogopite in their composition. The pits do not make the granite less durable or otherwise inferior. Pits are common in all granites and should be expected.
 20. **Seaming:** Placement of seams (including the use of "rails") is solely at the discretion of F/ LIST, will be discussed at the time of template and finalized during engineering. Seams will be visible to the eye and touch. Every effort will be made to ensure the seam is placed in the best location for the structural integrity of the Stone Product and to make it aesthetically pleasing. Due to the unique characteristics of stone, it is not possible to guarantee a match in color, veining (including the direction of veins) or finish when seaming two pieces together. Additionally, stone slabs may contain some bowing or warping, therefore in some instances seams may not be level across their entire length.
- Care and Cleaning**
21. **Staining:** All Stone Products are sealed prior to installation. Annual sealing is recommended to enhance stain resistance. F/ LIST recommends "Lithofin" products for sealing and cleaning, as they are designed specifically for the care of Stone Products. When properly sealed and maintained, Stone Products are generally quite stain-resistant to common beverages and foods (except for water with dissolved substances like sugar, salt and/or dye (e.g. wine, coke, etc.)), oil and grease (e.g. cooking oil, nuts, etc.). In those instances when a stain occurs, it is generally not possible to remove it, and such stain is not covered under this warranty.
- It is very possible for certain chemicals and cleansers to stain stone. If such liquids are spilled on stone, they should be wiped off immediately with soap and water. Additionally, you may use warm soap water or mild household cleaning agents to clean your Stone Product. Natural stones, especially lime stones (e.g. marble) are getting decomposed by acidic substances like vinegar, lemon juice, fruits, acidic cleaners, etc. Rough or mat/frosted surfaces caused by acids are not covered under this warranty. Avoid strong chemicals and solvents. Do not use nail polish remover, permanent markers, inks, oil soaps, furniture cleaners or paint strippers on the Stone Product. Also, avoid using high alkaline/PH level cleaners, such as oven cleaners on the Stone Product. Water splashes (especially from hard water), cream, lotion, soap, washing powder, perfume, etc. need to be wiped off immediately. Try to remove limescale carefully with a sponge.
22. **Scratching:** Many types of Stone Products (i.e. granite) are extremely hard surfaces and very resistant to scratching. In the rare instance when a scratch is discovered, it is generally not possible to repair or remove it. If you have purchased a countertop, it should not be used as a cutting surface. Do not use scratchy or abrasive substances like pot scrubbing sponge, scrubbing powder or similar.
 23. **Temperature:** Stone products are very heat resistant and unlikely to scorch. Stone products supplied by F/ LIST are tested by several temperature variations and run through humidity tests to meet the environmental requirements. However it is also well known that cracks within the stone may occur when exposed to heat, which has to be considered as a natural property of the stone itself. Additionally, thermal shock or cracks may occur if the stone product is subject to extreme temperature changes. It is recommended that you protect e.g. your countertop from extreme heat by using trivets or hot pads, as damage resulting from extreme temperature changes are not covered under this warranty.