

Limited Warranty – F/ LIST® Stone Products (Version July 2019)

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 USA CORP., 325 5th Avenue Suite 103, Indialantic FL 32903, USA (hereinafter referred to as "F/ LIST") shall be enumerated exclusively in this Limited Warranty and F/ LIST's General Terms and Conditions for the Sale of Goods ("Terms"), which are fully incorporated herein by reference. In the event of a conflict between the Limited Warranty and the Terms, the provision 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. However, F/ LIST does not warrant that the product specifications comply with the respective rules and regulations applicable in the territory of use.
 3. Other than the warranties contained under this Limited Warranty or F/ LIST's General Terms and Conditions, F/ LIST does not make any other warranty or representation to the customer with respect to the Stone Products. Any other warranty or representation, whether legal or implied, is expressly excluded.
 4. All products are purchased by the customer on an AS IS; WHERE IS basis, at the risks and perils of the customer, and with no other warranty than those contained under this Limited Warranty.
 5. The warranty period shall be 6 months beginning with the transfer of risk.
 6. The Limited Warranty does not cover any products or services for which F/ LIST has not been paid in full.
 7. Damage to the Stone Products after transfer of risk, alteration by anyone other than F/ LIST, during storage or transit by anyone other than F/ LIST, during or due to installation by anyone other than F/ LIST, resulting from repairs performed by anyone other than F/ LIST, resulting from abuse or misuse or exposure to certain outdoor conditions, or resulting from improper maintenance is explicitly excluded from this Limited Warranty.
 8. Tolerances for dimensions of the Stone Products, including, but not limited to, length, depth, overhang, centerline, allow for slight variances from design specifications. Variances not clearly visible or which can be detected only by using measuring devices are explicitly excluded from this Limited 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 Limited Warranty.
 9. The substructure must fulfill the following criteria, otherwise any damages to the Stone Products are not covered under this Limited Warranty:
 - 9.1. Surface must be 100% even;
 - 9.2. Ground panels must not move when connected;
 - 9.3. Substructure must be suitable for installation (with Hook & Loop Tape or screwing); and
 - 9.4. Substructure must fulfill the static requirements.
 10. This Limited Warranty does not cover any damages that occurred during or are caused by installation or removal of the Stone Products. For convenience only, F/ LIST will provide customers with a guideline for installation and removal of the Stone Products, and F/ LIST disclaims any and shall not bear any liability for damages occurring in connection with such guideline.
 11. Consequential, incidental, minor, or indirect damages of any kind are expressly not covered under this Limited Warranty. Therefore, items excluded from this Limited Warranty 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 anyone other than F/ LIST, or from use of this product is expressly excluded from this Limited Warranty. Specifically excluded from this Limited Warranty are any 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.
 12. 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.
 13. 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.
 14. 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).
 15. The following guidelines in Section 16 through 25 are intended solely to clarify 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 or may not be covered or which may be explicitly excluded from coverage under this Limited Warranty.
 16. **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, are not considered defects, and are specifically excluded from this Limited Warranty.
 17. **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 and such variations are specifically excluded from this Limited Warranty.
 18. **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 are not deemed to be defects, and are specifically excluded from this Limited Warranty.
 19. **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. As such, fissures are not deemed to be defects and are not covered under this Limited Warranty.
 20. **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 deemed to be defects and are therefore not covered under this Limited Warranty.
 21. **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. Pits are therefore not deemed to be a defect and are specifically excluded from this Limited Warranty.
 22. **Seaming:** The placement of seams (including the use of "rails") is solely at the discretion of F/ LIST and not covered by this Limited Warranty. Such placement will be discussed between F/ LIST and the customer 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
23. **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, certain sodas, and similar liquids), oil and grease (e.g. cooking oil, nuts, and similar). When stains from such substances occur, it is generally not possible to remove them, and such stains are explicitly excluded from this Limited Warranty. It is very possible for certain chemicals and cleansers to stain stone and Stone Products. If such liquids are spilled on Stone Products, 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. Acidic substances such as vinegar, lemon juice, fruits, acidic cleaners will decompose natural stones, especially lime stones, such as marble. Rough or mat/frosted surfaces caused by acid decomposition of the Stone Product are not covered under this Limited Warranty. Avoid strong chemicals and solvents. Do not use items such as nail polish remover, permanent markers, inks, oil soaps, furniture cleaners, paint strippers or any kind of disinfectants and alcohol 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 lime scale carefully with a sponge.
 24. **Scratching:** Many types of Stone Products, such as 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. Damage from such activity or use is expressly excluded from this Limited Warranty.
 25. **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. Damage resulting from extreme temperature changes is specifically excluded from this Limited Warranty.
- ### Jurisdiction and applicable law
26. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of these Limited Warranty, the Terms or the respective contract, or arising therefrom or related thereto in any manner whatsoever, all regardless of whether such Dispute may be characterized as sounding in contract, tort, breach of duty, fraud (including fraudulent inducement to enter into or fraud in the inception of this Agreement), or any other common law or statutory law or equitable principle or doctrine and regardless of the relief sought (even if such relief includes rescission of this Agreement) shall be finally and conclusively resolved by binding arbitration. In case the amount in dispute is less than USD 250,000 (or any equivalent thereof) such arbitration shall be conducted by one arbitrator, otherwise it shall be conducted by three arbitrators. In either case the arbitrator(s) shall be appointed with the rules of the American Arbitration Association (the "AAA") and such arbitration shall be conducted in the English language in the city of Atlanta, Georgia, under the administration of the AAA in accordance with the laws of the State of Florida and the AAA's Commercial Arbitration Rules and Mediation Procedures (collectively, the "Rules"). The Parties to the arbitration shall facilitate the arbitration by: (i) conducting arbitration hearings to the greatest extent possible on successive days; and (ii) observing strictly the periods established by the Rules or by the arbitrator(s) for the submission of evidence or briefs. Any award rendered by the arbitrator(s) shall be final and binding upon each Party to the arbitration and judgment on the award may be entered in any court of competent jurisdiction. The arbitration award may be enforced by any court of competent jurisdiction through injunctive or other equitable relief, as well as all relief and process available at law. The arbitrator(s) may issue interim awards, interlocutory, provisional or partial relief, including temporary restraining orders, preliminary injunctions, orders to compel discovery, orders of attachment, protective orders, any of which may be enforced as an arbitration award by any court of competent jurisdiction. Any arbitration award for money shall be made and shall be payable in U.S. dollars. The arbitrator(s) may award interest from the date of any breach of this Agreement and shall fix the rate of interest on any amount awarded from the date of the award to the date the award is paid in full.

F / LIST

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SDD- SALES DEPARTMENT DOCUMENT

Doc. No.: QM002192

27. For purposes of an action to confirm or enforce any award entered in the arbitration, the Parties hereby submit to personal jurisdiction in the Eighteenth Judicial Circuit Court, State of Florida, City of Melbourne, or the United States District Court for the Middle District of Florida. In addition, for purposes of an action to enforce any award entered in the arbitration, Buyer hereby submits personal jurisdiction in any court anywhere in the world having jurisdiction over property that is the subject of this Agreement or Buyer's affairs, other property, or assets (including money and deposit accounts) in respect of or against which such award may be enforced, regardless of whether such affairs, property, or assets have any relation to the subject matter of this Agreement and even if Buyer's contacts with the forum for enforcement are fleeting, incidental, or unintentional.

ACKNOWLEDGED AND ACCEPTED:

Customer Name:	
Represented by:	
Date:	

F. LIST USA CORP. 325 5th Avenue Suite 103 Indialantic FL 32903 USA
T +1 912 856 1984 E office_us@f-list.at
EIN: 32-0501112

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