# **MARAZZI**



THE TOP 25-YEAR GUARANTEE

# The Top





## THE TOP 25-YEAR GUARANTEE

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# Manufacturer's General Guarantee Conditions - The Top

General Guarantee Conditions. Issued by:

Marazzi Group S.r.l. a socio unico, a company with a soleshareholder (hereinafter also the Manufacturer or Marazzi Group S.r.l.) with registered office in Sassuolo (Mo), Viale Regina Pacis n° 39 (Italy).

- 1) This guarantee (hereinafter also referred to as the "Guarantee") is issued by Marazzi Group S.r.l. to the purchaser.
- 2) The Guarantee covers the following products marketed by Marazzi Group S.r.l. under the brand name "The Top" (hereinafter also referred to as simply the "Product" or collectively as the "Products"), excluding all others.

The "The Top" brand Product consists of colorbody fine porcelain stoneware classified as Bia-GL class and compliant to all UNI-EN 14411-G requirements.

Any The Top brand products previously used at exhibitions or in showrooms are expressly excluded.

The Guarantee does not cover Products that have not been paid for in full.

The Product's physical and mechanical features are stated in the technical data sheet specific to the Product. Given the Product's high chemical and physical resistance, Marazzi Group S.r.l. guarantees the Product against any losses which it may suffer in the event of warping or damage to the upper surface of the slab(s) arising during normal household use, solely as a result of:

- contact with hot objects, such as equipment normally used in the kitchen (e.g. pots and pans), within the dry heat resistance limits stated in the technical data sheet specific to the Product;
- absorption of liquids and fats;
- exposure to UV rays;
- installation outdoors, within the limits stated in the technical sheet.
- 3) The Guarantee is valid for 25 years as of the Product purchase/delivery date, bearing in mind that due to their technical and production characteristics and their qualities, the Products covered thereby may be used by the purchaser solely for household purposes, excluding therefore professional purposes.
- 4) The Guarantee may be used and will be effective solely if activated by the purchaser within 2 months of the Product's purchase, which entails completing the online form on the website <a href="https://www.marazzigroup.com/grande/grande-thetop/the-top-warranty">https://www.marazzigroup.com/grande/grande-thetop/the-top-warranty</a> followed by the documents proving the Product purchase/delivery date more specifically, the invoice, receipt, or equivalent document stating the name of the authorised retailer, the Product purchase/delivery date and place, as well as the identification details (type, colour and size). The Guarantee shall be also accompanied by the technical drawing.

The Guarantee is forfeited if the purchaser fails to provide the aforesaid documents to Marazzi Group S.r.l. (at its registered office, in Viale Regina Pacis n°39 - 41049 Sassuolo (Mo),

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to the attention of The Top quality department) within 2 (two) months of purchase, or provides false, incomplete, or illegible information.

5) In the event that the defect is promptly reported by the purchaser pursuant to the provisions set forth in the subsequent art. 6, Marazzi Group S.r.l. is entitled to examine, entirely at its absolute discretion, the Products in question, by sending a technician to inspect the Product in order to establish the nature of the defect and the cause thereof. Any damage attributable to actions/events occurring after the claim was filed, pursuant to this Art. (5), will not be taken into consideration and therefore are not covered by this Guarantee.

The purchaser may request for the Product to be replaced at no further cost with another unprocessed product having the same features of the Product to be replaced. If the Product is no longer produced or is otherwise unavailable for the purposes of prompt replacement, Marazzi Group S.r.l. will provide an unprocessed product having features similar to those of the Product to be replaced.

- 6) The purchaser must notify Marazzi Group S.r.l. of any defaults or flaws in the Product and, in any case, inform the latter of its intention to use the Guarantee, using the address set out below:
- By e-mail: thetopwarranty@marazzigroup.com, addressing the letter to:
  The Top quality department.
- 7) As this Guarantee is issued exclusively by Marazzi Group S.r.l., under no circumstances may the authorised retailer or purchaser of the Product arrange replacements of the Product, either directly or through any third parties other than those authorised by Marazzi Group S.r.l.
- 8) This Guarantee does not cover any defects consisting of aesthetic non-compliances in the material nor any flaws resulting from post-production stages, such as:
- shipping and handling in general, including carriage to the place of installation and handling up to the exact point at which the Product is installed;
- slab processing, i.e. any activities for the shaping, drilling, cutting, assembly, and crafting of the slab in general;
- installation, i.e. any activities involved in the cutting and placement of the slab;
- the application of and/or coupling with other materials prone to changes in sizing and/or resistance features, due - among other things - to weather, humidity, environmental conditions:
- changes in colour, tone, or shade, or changes in the gloss level of the material as a result of changes occurring naturally over time in the Product's various components.

Bearing in mind that the Product's particular chemical and physical resistance apply to the upper surface of the Product when intact and properly stored in the right conditions, the Guarantee for the events stated hereinabove in Art. 2 is provided by Marazzi Group S.r.l. solely for the upper surface of the Product, or any portion thereof, provided that it has not undergone processing or installation, as stated above, with any guarantee for the lateral

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surfaces, corners, and edges, including those resulting from processing and installation activities, being expressly excluded.

Furthermore, the Guarantee does not cover cases of misuse and/or inappropriate use and/or mistreatment of the Product, such as:

- a) damage resulting from misuse, including but not limited to:
- use of the Product for purposes other than those for which it was designed;
- use of the Product in a way which breaches applicable technical or safety standards;
- failure to comply with the user manual and maintenance manual relating to the Products and available on the website www.marazzi.it;
- b) defects caused by normal wear and tear (scratches, abrasions, breakages);
- c) Product being installed poorly and/or with damaged or broken components;
- d) Product being exposed to physical, chemical and mechanical mistreatment;
- e) poor preparation or maintenance of the place of installation;
- f) use of the Product in areas that are prone to extreme climate and temperature changes or in direct contact with flames or, in any case, not in compliance with the technical conditions for which the Product was designed, as outlined in the maintenance and cleaning manual provided with the Product and also available on the Marazzi Group S.r.l. website at www.marazzi.it:
- g) damage or problems caused, either entirely or partly, by force majeure, work site conditions, architectural and engineering design, structural movement, vandalism, accidents, natural disasters, or damage caused by interaction with other products;
- h) damage/injury caused, either directly and/or indirectly, to persons, property, or animals as a result of failure to comply with the instructions set out in the Product's maintenance and cleaning manual provided, which is also available on the manufacturer's website at www.marazzi.it;
- i) surface damage attributable to contact with normal utensils (e.g. knives, scissors, cutlery) or household appliances.
- 9) Any action by Marazzi Group S.r.l. or any party appointed thereby, and likewise any replacement of the Product, will take place upon the user's request within the time limits consistent with Marazzi Group S.r.l. organisational requirements. In any case, Marazzi Group S.r.l. undertakes, in good faith, to carry out the aforesaid work as quickly as possible and without significant inconvenience to the purchaser. Replacement carried out under the Guarantee will not result in any extension or renewal of the Guarantee. The Guarantee for any Products replaced pursuant to Art. 5, therefore, will remain in force solely for the remaining period following the Product's replacement through to the expiry of the original period of validity of the Guarantee covering the Product initially purchased by the purchaser. No other form of guarantee and/or compensation may be claimed by the purchaser, it being hereby expressly stated that the Manufacturer will not be held liable for any direct, indirect, incidental, or consequential damages whatsoever which may arise from the defective nature and/or non-compliance of the Products, which must therefore be deemed expressly waived by the purchaser, within the limits permitted by law.

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Any Product replaced under Guarantee will remain the property of Marazzi Group S.r.l.

- 10) The replacement Products will be shipped to the Purchaser at the arrangement and expense of Marazzi Group S.r.l.
- 11) The replacement of the Product (if covered by the Guarantee) will take place at no cost to the purchaser. Therefore, if defects are found in the Products which are covered by the Guarantee, the purchaser is entitled to request, as better specified in Art. 5, the replacement of the Product, free of charge.

Conversely, where it is found that the defect is not covered by the Guarantee, all expenses relating to the inspection and any replacement work - including labour, travel, board and lodging, and replacement materials - will be charged to the purchaser.

12) Regardless of what is provided in this Guarantee the purchaser is anyway entitled to the rights provided for by the Italian Civil Code for the sale of movable property, being such rights not affected and limited by the issuance of the present Guarantee.

Therefore, the Guarantee is in addition to the guarantees already provided for by the Italian Civil Code.

13) If during the period of this Guarantee the purchaser decides to transfer the Product to third parties, the transferor shall notify, within 7 days from the transfer, to Marazzi Group S.r.l., the transfer and the personal details (name and address) of the transferee in order to allow such transferee to take over the Guarantee.

In such case Marazzi Group S.r.l. reserves the right to accept the transfer of the Guarantee to the transferee after a positive verification, at its own costs and expenses, on the Products. The transfer of the Guarantee, pursuant to Art. 9, will not, in any case, extend the duration of the latter.

The present Guarantee is governed and interpreted exclusively under the laws of Italy.

14) All disputes arising from, or related to, this Guarantee will be referred to the sole and exclusive jurisdiction of the Court of Modena (Italy).

Pursuant to and for the purposes of Articles 1341 e 1342 of the Italian Civil Code the purchaser expressly and specifically declares to be aware of, and accept, all the provisions set forth in the present general conditions, in particular those provided in articles: 2, 3, 4, 5, 7, 8, 9, 11, 13, 14.

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## 2. Cleaning and Care

#### Extraordinary cleaning

Ordinary dirt and stains should be removed using the products listed in the table. Cleaning products containing hydrofluoric acid (HF) and its compounds should not be used.

#### **Routine Cleaning**

The aim of the routine cleaning of surfaces is to remove dirt, eliminate marks and restore the material's original appearance. Glazed porcelain stoneware slabs do not require protective treatment, and proper, regular cleaning is sufficient to keep the surface in good condition. Thorough cleaning must be performed by ordinary washing with hot water, a soft cloth/sponge, and neutral cleaners if necessary.

#### Recommendations:

- do not rub surfaces with abrasive tools such as metal scouring pads or hard brushes, which could leave scratches or permanent marks;
- remove any greasy or oily residues with organic solvent or alkaline (pH>9) cleaners and then rinse thoroughly;
- do not use products containing waxes or polishes;
- the use of abrasive detergents on glossy and/or polished surfaces is not recommended; they can be used on matt materials, following testing on a small corner of the slab

In general, never use strong acids or bases (such as hydrochloric and sulphuric acids and sodium and potassium hydroxide). In case of dirt on smooth surfaces which cannot be removed with other types of sponges, use melamine sponges (also known as magic sponges) without solvents.

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	RECOMMENDED CLEANER						
	* Solvent		Acid cleaner		Alkaline cleaner		
TYPE OF DIRT							
Beer, wine					<b>✓</b>	<b>✓</b>	
Coffee, tea					<b>✓</b>	<b>✓</b>	
Rubber	<b>✓</b>	<b>✓</b>					
Concrete			~	~			
Candle wax	<b>/</b>	~				<b>✓</b>	
Aggressive fizzy drinks				<b>✓</b>	✓	<b>✓</b>	
Lime bloom			~	~			
Plaster			~	~			
Animal/vegetable fats					✓	<b>✓</b>	
Ice-cream					✓	<b>✓</b>	
Inks					✓	<b>✓</b>	
Ketchup					✓	<b>✓</b>	
Mayonnaise					✓	<b>✓</b>	
Jams					~	<b>✓</b>	
Engine/silicone oils	<b>✓</b>	~			✓	<b>✓</b>	
Flaxseed oil	<b>✓</b>	~				<b>✓</b>	
Metal residues			~	<b>✓</b>			
Resins or enamels			~			<b>✓</b>	
Lipstick					~	<b>✓</b>	
Rust			~	~			
Grouting material			~	~			
Emulsion paints			~	~			
Silicone	<b>✓</b>	~					
Chewing-gum		<b>✓</b>			✓		

<sup>\*</sup> Acetone, turpentine or dry-cleaning fluid



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