

## VitrA Terms and Warranty Conditions

### 1. Product quality

1.1. Products designated as “Quality: 1” comply with the quality requirements of European quality standard EN 14411. Those designated other than “Quality: 1” comply with the requirements for the CE-symbol but not with the aforementioned standard and exhibit technical and/or visual defects excluding them from classification as “Quality: 1” products.

1.2. No liability can be assumed if the colour, surface appearance of the goods delivered is not even or if the goods do not exactly match the samples or merchandising, the images on the website or the printed material (i.e. catalogues, brochures, price lists etc.). This is due to the variability of the natural raw materials and the ceramic production process.

Particularly in mosaics, some colour variation is to be expected which is limited to the quality requirements of European quality standard EN 14411.

1.3. Tiles may vary in colour, texture or appearance according to product design for particular tile collections. Especially Shade Variation V3, V4 type products may vary significantly within boxes, samples, merchandising and display. It is strongly recommended to pay attention to Shade Variation during product selection.

1.4. Normal tolerances with respect to size and thickness do not constitute flaws. This shall also apply to any subsequent deliveries.

1.5. All floor coverings are subject to wear and tear depending on the area of application, the frequency of contact, the type and degree of soiling as well as the hardness and wear resistance of the product in question. The classification in stress groups refers to the wear resistance of the glazed surface, but not to the resistance to strain caused by pressure or heavy weights.

1.6. In the case of some artistic and decorative glazes, crazing in the glaze (formed before/after laying) is a natural effect and do not impair the ability to use the tiles for their intended purpose or constitute a defect.

1.7. During product selection, please pay attention to recommendations for area of use for suitable products in the price lists or catalogues.

### 2. Complaint Management

2.1. The delivered goods shall be inspected immediately upon receipt to ensure that they are correct, complete and free of any defects. If there is an external/visible damage on the pallets identified during unloading of the delivery, the customer must remove the packaging for the pallets in question and inspect the goods. Any complaints shall be referred to VitrA in writing without delay and at the latest within 14 days.

Any defects that do not become obvious until after the boxes have been opened shall also be reported in writing within 14 days and, in any case, prior to being laid. In any case, they may not be laid. In the absence of any written complaint or if the goods are laid, they are assumed to be accepted by the customer and the products are free of any defects.

2.2. Defected products must be kept ready and available for inspection at the time of realising the defects, without any removal of the tiles. Pallet and box labels should be stored as reference for analysing the defects thoroughly. All further processing of such goods must be stopped. The customer shall duly store the defected products until the complaint has been settled. In the event of a violation of the above obligation, VitrA does not carry an obligation to provide any replacements or any kind of payment.

2.3. If the complaint includes tiles that are already laid, VitrA carries an obligation only for those defects that become evident only after the tiles that are properly used according to the maintenance and care instructions. The tiles can be removed only after VitrA has been given the opportunity to inspect the defect within a reasonable time period and VitrA has given consent for removal in writing.

2.4. In any case, the removal of the tiles laid is limited to the defected tiles only.

2.5. VitrA reserves the right to repair, refund or replace the purchased or an equivalent product (to the same value) at its sole discretion.

2.6. No claim will be accepted without product inspection by VitrA or its authorized representatives.

2.7. The customer must notify VitrA, authorized representative or seller in writing within 14 days of the discovery of any defects. Claims can be notified via website:

[www.vitra.com.tr](http://www.vitra.com.tr) / <https://vitraglobal.com/contact>

### **3. Warranty Conditions**

3.1. Information contained on website or in brochures, offers, product descriptions, drawings, illustrations, Certificate of Conformities or other declarations, e.g. with respect to dimensions, weights or other performance criteria, may not be a binding guarantee but shall merely be deemed to be general product warranty information.

3.2. Warranty shall be assertible solely in case of fault on our part regarding material, workmanship and production under proper use resulting noncompliance of the product to VitrA specifications, industry allowable tolerances and quality standard such as EN 14411 and ANSI 137.1. Where warranty claims are assertible against our representatives, such parties shall be liable to the customer solely in case of fault on our part regarding material, workmanship and production under proper use resulting noncompliance of the product to VitrA specifications, industry allowable tolerances and quality standard such as EN 14411 and ANSI 137.1. If this is the case and if the conditions specified in Section 2 are satisfied, VitrA may choose to repair, replace with non-defected same or equivalent products or compensate the customer for the reduced value of the products caused by the defects in question, depending on the nature of the defect and availability of the product. In each case, no further remedies shall be available to the customer other than VitrA's. Purely optical defects (i.e. matt/gloss differences, colour shade differences, digital printing faults and thin printing stripes etc.) shall only entitle the customer to claim a reduction in value. There would not be any change for the laid products.

3.3. Any usage errors or misuse of the product by the customer including physical or chemical abuse, or negligence is evaluated as direct damages/user error and they are not covered under the product warranty.

3.4. Do not apply any adhesive material to the laid/not laid tiles, decorative or skirting tiles. Any direct damage that may occur as a result of this application is considered as a user error and VitrA is not liable for any product change or payment.

3.5. We shall solely reimburse direct damages stated above provided that such direct damages are finally awarded by a court of competent jurisdiction.

3.6. The customer is obliged to inform VitrA within 14 calendar days in writing about the products / pallets which have delivered as broken, and to keep all broken products for inspection by the technical experts authorized by VitrA. VitrA is not responsible for any changes or claims for damages if it determined by technical experts that the fracture formation is not caused by the pallet arrangement.

3.7. The customer is responsible to check the goods for any variation in colour before being laid. Once the goods have been laid, VitrA is not liable under any circumstances for variations in colour. The products which have the same colour tone and calibre number should be laid to the same space by mixing different boxes. The product should not be laid without joint due to technical reasons. The recommended joint width should be used that is indicated on the boxes.

3.8. Products (wall tiles, floor tiles, porcelain, pool parts and mirrored tiles) should never be laid on the ceiling. VitrA is not liable for any incidents or consequences of accidents, property or loss of life that may occur as a result of laying.

3.9. VitrA strongly recommends ordering and storing for more than enough products from the area calculated (min. 2 boxes or 2% for areas larger than 100 square meters according to the area to be used) for the losses and the partial change and repair requirements that may occur during installation / use and keep them for future requirements.

3.10. Rectified / non-rectified products with pattern should be controlled with recommended joint width during before laying. In the absence of any written complaint or if the goods are laid, they are assumed to be accepted by the customer and the products are free of any defects.

3.11. Installation quality is as important as product quality, therefore VitrA recommends utilization of competent tile layers for the best results. VitrA does not accept any responsibility for defects aroused from infrastructure failures, faults due to installation and insulation, errors caused by application of plaster without hardening enough, application of faulty plaster / defects due to plaster content, breakage / cracking due to improper application of adhesive under tiles, incorrect flooring and wrong adhesive selection.

3.12. In wide area applications (in areas larger than 6x6 m), the elasticity of the adhesive alone is not sufficient. The continuity of the coating should be cut using expansion joints and the tensile movements should be damped with the help of these joints. Attention should be paid to the structural expansion (dilatation) joints left on the application surfaces and the joints should not be

covered with tile. Any direct damage that may occur as a result of non-observance of this application is considered as a user error and VitrA is not liable for any product change or payment.

3.13. VitrA shall not accept any warranty for metallic decors and metallic glazed tiles installed in wet areas such as showers, baths etc. Never use abrasive materials and strong cleaning agents for cleaning these products. Please refer to Maintenance and Cleaning Instructions.

3.14. Any food, liquid or chemical spill must be cleaned away immediately to prevent harsh staining. It is possible for foreign substances to leave slight discoloration on the tiles if left unattended for prolonged time periods. VitrA's warranty does not cover deterioration to the product due to improper use, incorrect cleaning applications or gross negligence.

3.15. VitrA is not liable for any of the consequences of improper planning, wrong product selection, and environmental conditions or for damage caused by inappropriate cleaning that is not carried according to the maintenance and care instructions. Under any circumstances, the detergents must not contain any hydrofluoric acid and its derivatives.

If alternative/restorative floor treatments are employed, it is the responsibility of the floor treatment manufacturer/seller to verify compatibility and offer product warranty. Some treatments may alter the tile surface characteristics such as anti-slip resistance, staining resistance etc. which might be inconsistent with VitrA's product recommendations and VitrA's warranty does not cover this situation.

3.16. Inappropriate product selection may cause abrasion, breakage, crack, slipperiness, frost damage etc. on the tiles. VitrA is not liable for lawsuit, replacement or renovation claims regarding these kind of consequences of improper planning or misuse of the products.

3.17. VitrA is not responsible for any replacement or renewal request arising from laying procedures that are in contradiction with VitrA's written or visual laying guidelines specified on the box, product or catalogue.

3.18. VitrA shall not accept any warranty for products other than those classified as "Quality: 1".

3.19. In the event of any damage to the product during the cutting process, VitrA informs the customer about the conditions of cutting, which equipment can be used and cutting techniques. In the event of a dispute, VitrA's standard cutting test result and recommendation of VitrA are taken into consideration. VitrA is not responsible for any replacement or replacement requests caused by improper use of the products or applications other than the recommended cutting application.

3.20. VitrA shall assume no warranty for any additional secondary application with refiring or without refiring such as polishing, rectification, scoring, wet/dry cutting, netting without written approval.

*\* You can find most recent information about our products, Warranty Conditions, Maintenance and Cleaning Instructions, along with other Product Performance Data and Installation specifications at:*

[www.vitra.com.tr](http://www.vitra.com.tr) / <https://vitraglobal.com/>