

Dear Customer, thank you for purchasing ICON. We hold all legally required certificates, approvals, and conformity marks for the product offered. ITS guarantees the high quality of the products sold and compliance with the technical and functional parameters as specified in the current standard PN-EN 14411, with its registered off in Daytona Beach, FL ("Warrantor") provides the consumer with a warranty for its own products (the "Warranty"), under the terms specified.

## I. ITEMS COVERED BY THE WARRANTY

• The warranty is granted only for first-grade tiles, manufactured by the Warrantor ("Products"). The warranty does not cover tiles that are of a grade other than first-grade, non-standard, substandard, display tiles, or tiles sold to the consumer at a reduced price, if the price was lowered due to defects that the consumer was aware of at the time of purchase and agreed to.

## **II. WARRANTY CONDITIONS**

- The warranty is granted to the buyer who is a consumer within the meaning of US law. The warranty is granted for 6 years, starting from the date of sale of the Products to the consumer, but not longer than 7 years from the date of production.
- The Warrantor is responsible to the buyer for any lack of conformity of the goods with the contract, as defined by the current provisions of US Law.
- Within a single investment project, installation must be carried out using Products originating from one and the same production batch only. Prior to installation, it is required to verify that the Products come from the same production batch and to inspect their surface, shades, and dimensions by comparing Products from different boxes. The batch number is indicated on the Product packaging. In the event of installation of Products from different production batches, complaints regarding surface, shades, dimensions, or other visual characteristics will not be accepted.
- The Products must be installed in accordance with their intended use, good construction practice, and the Warrantor's installation instructions. The installation manual is available on the Warrantor's website at: www.ITSyoursource.com
- The warranty does not cover defects in the Products resulting from: normal wear and tear, damage caused by the buyer or the user of the products, including but not limited to improper use (inconsistent with the intended purpose, improper maintenance, mechanical damage, improper storage, the use of incorrect materials and tools for processing and installation, installation errors, exposure to chemical agents and high temperatures, or the use of polished tiles in areas subject to heavy foot traffic, force majeure (including natural disasters, unforeseeable events, war, fire, flood), and transportation.
- The warranty shall be void if the Warrantor's recommendations set out in this Warranty are not followed.

## III. WARRANTY PROCEDURE

- 1. Claims under the warranty must be submitted through the point of sale (the store where the Products were purchased).
- 2. A claim will be considered under the warranty upon submission by the buyer of the following:
  - 1) proof of purchase of the Products indicating the date of sale,
  - 2) a properly completed warranty claim form including a detailed description of the defect, the circumstances in which it was discovered, and the buyer's claim,
  - 3) if the claim concerns already installed Products information on the type of materials used for installation, proof of installation costs incurred, and a document identifying the party that performed the installation.
- 3. The buyer is obliged to make the claimed Products immediately available to an authorized representative of the Warrantor for the purpose of necessary inspection or testing. If the Products are not made available, the claim cannot be accepted.
- 4. The buyer shall receive information from the Warrantor regarding the acceptance or rejection of the claim within 14 days from the date the claim is submitted.
- 5. In the event that the claim is accepted, the Warrantor undertakes to:
  - 1) replace the defective Products with defect-free Products due to the nature of the Products, repair is not possible,
  - 2) reimburse the price paid by the buyer for the defective Products particularly where replacement is impossible or would result in excessive costs for the Warrantor.
  - 3) cover the costs of dismantling the defective Products and installing defect-free Products in cases where the defective Products were installed before the lack of conformity with the contract was discovered.
  - The Warrantor and the buyer may agree on an alternative method of fulfilling an accepted claim, provided that it is satisfactory to the buyer.
- 6. Information on the proposed method of fulfilling an accepted claim shall be provided to the buyer by the Warrantor in the response to
- 7. Matters not regulated in this Warranty shall be governed by the provisions of the US law, including Consumer Rights Act and the Civil Code.

In the case of non-conformity of the goods with the contract, the buyer is entitled to legal remedies under the law, at the seller's cost. The warranty does not affect these legal remedies. The buyer may exercise their rights arising from the non-conformity of the goods with the contract independently of the rights arising from the warranty. This also applies to a natural person entering into a contract directly related to their business activity, on the terms specified in the Contract manner Rights Act (if the contract indicates that it is not of a professional nature for the person, particularly in relation to the subject of their business activity, as specified in the Central Register and Information on Economic Activity – CEIDG).

