

1. WARRANTY ON MOSAICS EZARRI, S.A.

Ezarri, S.A. (hereafter, “Ezarri”), subject to the terms and conditions provided herein, guarantees the purchaser (hereinafter the “Customer”) that its glass mosaics (hereafter the “Products”) are free from manufacturing defects (hereafter the “Warranty”).

For the purposes of the Warranty, only Products which fail to comply with the specifications and certifications set out in their respective technical data sheets due to causes directly attributable to Ezarri shall be considered manufacturing defects.

The Warranty period is 24 months from the Product delivery date, understood as the date the Product has been made available to the Customer as per the Incoterm specified in the contract or purchase order. If no specific Product delivery date is mentioned, the Warranty period shall be effective from the date on the purchase invoice.

By virtue of the Guarantee, Ezarri will replace any defective Product with another product of the same characteristics. The replacement of defective Products will be made at the risk and expense of Ezarri, which reserves the right to reimburse the price of the defective Products as stated in the corresponding contract or purchase order.

If for any reason the Products are not available or have been discontinued, Ezarri may replace them with products of similar characteristics.

The replacement of defective Products does not renew, modify, or extend the original Warranty period.

Once the Warranty period has expired, without the Customer having notified Ezarri of manufacturing defects in the Products and providing proof thereof, the Warranty will no longer apply.

This Warranty and the rights and obligations of the Customer herein are non-transferable.

2. EXCLUSIONS AND LIMITS

The Warranty does not cover:

- Defects resulting directly or consequentially from improper, defective, abnormal, or inadequate:

- (i) storage,
- (ii) handling,
- (iii) installation, cleaning and maintenance, or
- (iv) use of the Products.

- In particular, by way of example but not limited to, the Warranty does not cover any defect as a direct or consequential result of:

- (i) disregard for the storage and handling recommendations made by Ezarri;
- (ii) installation, cleaning, or maintenance of the Products by the Customer or third parties without complying with or following the recommendations provided in Ezarri’s Mosaic Installation Manual. The manual can be consulted on our website at www.ezarri.com.
- (iii) using the Products intended for environments and contexts other than those specified by Ezarri.

- Variations in the appearance, shape, colour, sheen and/or texture of the Products which naturally occur in the manufacturing process.

- Customer dissatisfaction with the Products based on personal preferences (e.g., dissatisfaction with colour, general appearance, or other aesthetic opinions).
- Products that have not been paid in full to Ezarri.
- Products that have been altered, modified, repaired, replaced, or otherwise manipulated by anyone other than Ezarri or our authorised personnel.
- Damage or deterioration, in whole or in part, caused by a fortuitous event or force majeure.
- Damage caused by anyone other than Ezarri, including the Customer or third parties, or any other damage caused by anything other than a manufacturing defect.

This Warranty is the Customer's sole remedy afforded for manufacturing defects in the Products. In no event shall Ezarri be liable for any direct or consequential damages (including loss of profits) to the Client or third parties as a result of manufacturing defects in the Products. Ezarri's maximum liability for damages, injury, loss, or expense arising directly or indirectly from the Products shall not exceed the purchase price of such Products.

3. CLAIM PROCEDURE

In order to claim the Warranty, the Customer must notify Ezarri without delay of any manufacturing defect in the Products, provided it is within the Warranty period. Claims must be sent to the Ezarri Customer Service Department (contact details provided below) by registered letter or fax with acknowledgement of receipt, e-mail with confirmation of receipt from Ezarri, or via the contact form available on the Ezarri website.

Ezarri, S.A.
 Zubierreka Industrialdea, 58
 20210 – Lazkao (Gipuzkoa)
www.ezarri.com/en/contact
 E-mail: info@ezarri.com

The claim must identify the Customer, provide a detailed description of the alleged manufacturing defects, and include all relevant information and documentation to identify the defective Products and manufacturing defects and to verify the validity of the Warranty (e.g., reference to the corresponding contract, if applicable, batch or order number, delivery date, invoice, etc.).

Ezarri will inspect the Products to verify the reported manufacturing defects and to evaluate and resolve the Customer's claim. Ezarri reserves the right not to offer this Warranty service if the Customer refuses to cooperate with Ezarri for the above purposes or if the information provided by the Customer is false or incomplete.

4. APPLICABLE LAW AND JURISDICTION

This Warranty will be governed by and interpreted in accordance with the laws of Spain.

Any dispute concerning the performance, breach or interpretation of the Warranty shall be submitted to the jurisdiction and competence of the Courts of Tolosa (Gipuzkoa) and corresponding higher courts.