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### **Arpa Product Warranty**

Arpa Industriale SpA, and/or its subsidiaries, (hereinafter referred to collectively or individually as "Arpa") warrants that Arpa HPL panels ('the Products') will continue to possess the properties described in this warranty certificate for a period of **1 (one)** year from the date on which the products are delivered to the buyer and/or user of the products ('the other party') by or on behalf of Arpa.

Arpa warrants that for this period its Products conform to the EN 438 properties of the products as explicitly reported in the last version of the relevant product technical sheets, available on the website, [www.arpaindustriale.com](http://www.arpaindustriale.com) (the "Product Technical Sheets").

#### **EXCLUSIONS:**

This warranty is not applied at the following products:

- BUILDING GRADE
- NATURALIA

In the event that the Products do not perform as warranted, the purchasers sole remedy shall be as set forth on the next page.

#### **Limited Warranty Conditions.**

This limited warranty shall apply only:

1. If the price was paid in full;
2. The Products are in their original full-sized form; and
3. The Products were purchased by the original buyer.

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PANELS ARE SOLD "AS IS," AND ARPA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ARPA, AND SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY BASED UPON ORAL OR WRITTEN REPRESENTATIONS.**

#### **Special remarks**

- 1) **Cleanability:** The sealed surface of the Product allows for the effective cleaning of accumulated dirt and grime in accordance with the Arpa cleaning instructions that apply when the Products are delivered. This part of the warranty does NOT imply that the Product is able to withstand corrosive (cleaning) agents and substances that have a chemical effect on the Product. Instructions on how to clean the product can be downloaded from our website, [www.arpaindustriale.com](http://www.arpaindustriale.com).

**With reference to the above, for any question, doubt or specific request, contact the Customer Service Arpa (+39 0172 436.111)**

**The general conditions set out on the next page or on the reverse of this document apply to and form an integral part of this warranty certificate.**



**Content of the warranty:** In the event that the product does not possess the properties in compliance with EN 438 as explicitly reported in the last version of the relevant Product Technical Sheets, available on the website, [www.arpaindustriale.com](http://www.arpaindustriale.com), Arpa will rectify the defect by **A)** supplying new products free of charge or **B)** providing final compensation in the form of payment (provided that the defective product is returned). Arpa has the right to choose between the warranty obligation A) and B) (hereinafter each to be referred to as 'the warranty obligation') at its own discretion. Newly supplied products, in the case of warranty obligation A) are warranted until the expiry of the original warranty period. If Arpa chooses to implement warranty obligation A), Arpa is only obliged to supply a product that matches the colour of the Product originally supplied as closely as possible and is not obliged to supply an identical product colour (even with the use of the same Arpa colour code there can be differences between different production batches). Arpa may elect to provide products of another supplier. If Arpa chooses to implement warranty obligation B), Arpa is released from any further warranty obligation for the remainder of the warranty period. The maximum payment in the case of warranty obligation B) is equal to the actual cost price (excluding VAT) noted on the purchase invoice paid by the other party. The total payment shall never exceed EUR 150,000. Any obligation to provide compensation for any defect or any other shortcoming in the Product for which Arpa is liable is limited to the warranty obligation as set out above. All other contractual or extracontractual claims made by the other party with regard to a defect, are excluded.

#### Claims on the warranty

The following are not covered by any warranty: the cost of dismantling a defective Product, the cost of dismantling a supporting structure, the cost of reinstalling newly supplied products, the cost of repairing a supporting structure. Other costs, such as the cost of (repair of) paintwork, roofing materials, the dismantling and reinstallation of blinds or awnings, lighting, window cleaning lifts, and other similar costs are also not covered by the warranty. Arpa has the right not to fulfil the warranty obligation in the event that: **a)** an exterior grade warranty is offered and the Product is not vertically installed without prior written approval from Arpa (with the exception of situations in which the Product is used as outside ceiling cladding), or if the conditions subject to which approval is granted are not met; **b)** storage, transport, processing, installation and/or maintenance instructions for the Product and the requirements that apply to the supporting structure are not followed as specified in Arpa brochures, on the website [www.arpaindustriale.com](http://www.arpaindustriale.com), in Product certificate attestations, and/or by statutory regulations that apply when the product in question is delivered; **c)** the other party fails to notify Arpa of the defect in writing giving a clear description of the defect within 8 (eight) days of the date on which the defect was or could reasonably have been discovered; **d)** the other party makes a claim on this warranty but does not allow Arpa or a third party appointed by Arpa to inspect the product and/or construction project in question; **e)** the other party fails to allow Arpa to view and/or fails to provide Arpa with an authenticated copy of all relevant drawings and documents (possible cost will be compensated by Arpa) upon request; **f)** the other party fails to place all of the information that is important in enabling Arpa to assess the claim on this product warranty at Arpa's disposal without delay; **g)** the other party fails to provide Arpa with clear proof that the product in question was purchased directly from Arpa, or a company that is part of the Arpa group, or a Arpa-accredited distributor, upon request. All rights and claims that the other party has with regard to the supply of new products or final compensation in the form of payment, on whatever grounds, and any right to dissolve the relevant agreement expire 1) if the other party fails to notify Arpa of the defect within the period specified above (8 days), or, 2) 1 (one) year from the date on which the product is delivered to the other party, whichever occurs earlier.

#### Liability

Without prejudice to the above provisions, Arpa's liability shall not exceed a sum that is equal to the number of square metres of the defective product times the corresponding price of the product in question (excluding VAT), as listed on Arpa's gross price list when the product was delivered. Regardless of the circumstances or consequences the total liability is limited to a maximum of EUR 150,000, including any payment made to the other party by Arpa as a result of the (subsequent) rescission or cancellation of the agreement. Arpa is not liable for any indirect, special, incidental or consequential damages (even if Arpa is notified of the possibility of such damages) including but not limited to indirect losses, losses incurred by third parties, or losses covered by (liability) insurance taken out by the other party. Indirect losses include all non-direct losses, which include but are not limited to losses due to business interruption, loss of revenues or profits, loss of data, missed opportunities, legal and consultancy costs and all other indirect losses and costs. Arpa is not liable for losses incurred under the following circumstances: **(a)** failure by the other party and/or third parties to follow accurately and completely guidelines and recommendations made by Arpa and/or the relevant legislation and regulations; **(b)** malicious intent, fault, negligence, injudicious use, incorrect processing and/or installation by the other party or parties acting on the instructions or under the responsibility of the other party; **(c)** storms, sand storms and/or other natural disasters, acts of war and terrorism and other forms of force majeure. Arpa's liability under this warranty for any defect or other shortcoming in the Products delivered to the other party is limited to the warranty obligation specified in this warranty certificate. All other claims for compensation made by the other party are expressly excluded. The value of any performance by Arpa in fulfilling the warranty obligation counts as compensation with regard to (the provision of) the maximum liability compensation by Arpa, or any obligation in this respect. The limitations of liability specified above do not apply in the event of gross negligence or wilful misconduct on the part of Arpa. Arpa shall not be liable for any claims made by a third party or made by the other party on behalf of a third party.

#### Applicable law and disputes

This guarantee certificate is exclusively subject to Italian law, with the exclusion of treaties and uniform laws pertaining to the international trade of physical goods (which include but are not limited to the United Nations Convention on Contracts for the International Sale of Goods). The court of law in Cuneo in Italy has exclusive jurisdiction to hear disputes emanating from this guarantee certificate. If the product in question is also subject to the **General Terms and Conditions of Sale** of Arpa, the content of this guarantee certificate is to be given preference if there is any discrepancy between the conditions. Any general terms and conditions of purchase imposed by the other party are not accepted by Arpa and do not apply.



# Certificate of constancy of performance



Number	0620-CPR-46400/03	Replaces	0620-CPD-46400/02
Issued	2014-10-01	First issued under CPR	2014-10-01
		First issued under CPD	2008-05-01

In compliance with Regulation 305/2011/EU of the European Parliament and of the Council of 9 March 2011 (the Construction Products Regulation or CPR), this certificate applies to the construction product

## High-pressure decorative laminates (HPL)

Type and intended use:	Internal and external wall and ceiling finishes
Level / Class:	Flame retardant grade

whereby the scope of construction product (s) listed on page 2 of this certificate

produced by or for

**ARPA Industriale SpA**

and produced in the manufacturing plant

**BRA (CN), Italy**

This certificate attests that all provisions concerning the assessment and verification of constancy of performance in Annex ZA of the standard

**EN 438-7:2005**

under system 1 for the performances set out in this certificate are applied and that the construction products fulfill all the prescribed requirements for these performances.

This certificate was first issued on 2008-05-01 and will remain valid as long as the test methods and/or factory production control requirements included in the harmonised standard, used to assess the performances of the declared essential characteristics, do not change, and the construction product and the manufacturing conditions in the plant are not modified significantly, unless suspended or withdrawn by the product certification body.

Bouke Meekma  
Director Kiwa Nederland B.V.

Advise: consult [www.kiwa.nl](http://www.kiwa.nl) to check whether the certificate is valid.

**Notified Body No. 0620**  
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