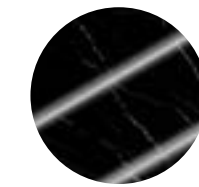


Nero Marquina



Material details

Nero Marquina marble, sourced from the quarries in the Markina region of Spain, is a timeless black stone of unparalleled elegance. Its deep and uniform black hue, coupled with sharp white veins, creates a captivating contrast. Esteemed for high-quality design projects, this marble is ideal for flooring, cladding, and architectural details, imparting a modern elegance to spaces. With its commanding presence, Nero Marquina is the perfect choice for those seeking a timeless touch of luxury in their environments.



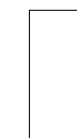
Polished



High Honed



Leathered



48x96"
1200x2400 mm

013P48x96

013H48x96

013L48x96



24x96"
600x2400 mm

013P24X96

013H24X96

013L24X96



48x48"
1200x1200 mm

013P48x48

013H48x48

013L48x48



24x48"
600x1200 mm

013P24x48

013H24x48

013L24x48



Functional Solution for Flooring

Layerstone, made of natural marble, is suitable for flooring. These thin and lightweight panels are easy to install and offer superior strength compared to traditional marble.



Application for Wall Cladding

Layerstone panels in natural marble are ideal for both interior and exterior cladding. Their lightness and ease of installation with cementitious adhesives make them a practical and durable option.

LAYERSTONE PERFORMANCES

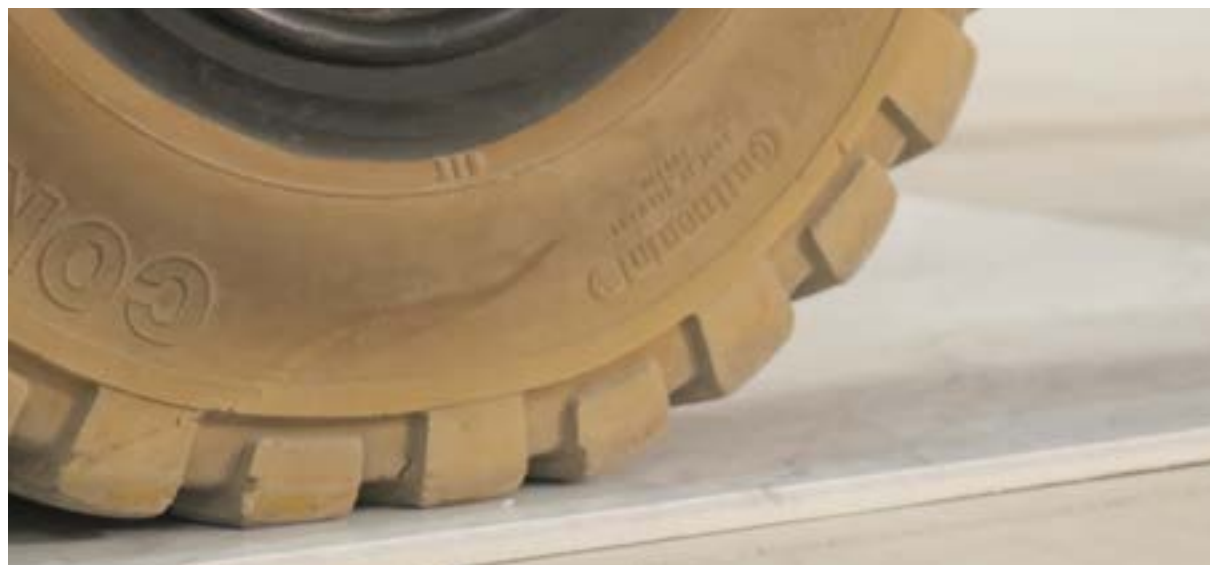
Impact Resistance

The Layerstone panel demonstrates superior resistance compared to traditional natural stone, including marble, limestone, and travertine, all generally 3 cm thick. In our rigorous tests, where a steel ball is dropped onto the surfaces, conventional stones shatter and break. In contrast, the Layerstone panel remains surprisingly intact, highlighting its exceptional durability and robustness against impacts. This resilience is particularly notable, considering the delicate beauty and perceived fragility of materials like marble and travertine, making Layerstone the ideal choice for areas requiring an appealing aesthetic combined with durability.



Compression Resistance

The enduring strength of the Layerstone panel is put to the test under extreme conditions, such as the weight of a forklift driving directly over it. Unlike other traditional materials that break under such stress, the Layerstone panel maintains its structural integrity impeccably. This extraordinary resistance to compression attests to the advanced engineering and high-quality materials used in its construction, ensuring it can withstand heavy loads without damage. This feature makes it particularly suitable for high-traffic areas where other natural stones like marble or travertine may not be as resilient.



Fall Resistance

In direct comparison with full-thickness natural stone, including varieties of marble, granite, and travertine, the Layerstone panel shows a significant advantage in terms of resistance to falls. While a piece of natural stone shatters upon impact from a fall, the Layerstone panel does not show such vulnerability. This resilience emphasizes the panel's superior design and composition, engineered to absorb and disperse shock better than traditional materials. This feature ensures that the beauty and integrity of the Layerstone surface remain pristine, even in environments where accidental falls may occur.



Flexural Resistance

The flexibility and ease of handling of the Layerstone panel distinguish it from more rigid materials like marble, granite, or travertine, which may require special equipment for movement and often risk breaking if not handled vertically. However, the Layerstone panel maintains its shape and structural integrity under conditions that might compromise other natural stones. Its exceptional stability during handling and transportation allows for easy manual movement without the risk of flexural damage. This ease of transport and installation, combined with its resistance to bending and breaking, makes the Layerstone panel an innovative solution for both practical and aesthetic applications in construction and design.



HANDLING - PROCESSING - INSTALLATION

Handling of LayerStone Panels

LayerStone panels are distinguished by their astonishing ease of handling. Due to their light weight, they are extremely easy to move and manage, significantly reducing the time and effort required during the installation stages. Packaged in standard wooden crates, the handling of LayerStone panels is efficient and safe, allowing for optimal transport from warehouse to construction site. This feature makes LayerStone the ideal solution for projects of any size, ensuring simplified logistics and reduced handling costs.



Processing of LayerStone Panels

The processing of LayerStone panels is incredibly versatile and user-friendly. Unlike traditional natural stone, these panels can be easily cut using common site tools, such as diamond blades, both wet and dry. The material's resistance prevents cracking, chipping, or breaking, ensuring a perfect finish in every situation. Whether it involves precise cuts along the sides, drilling, or engraving for decorative details, LayerStone allows for flexible processing, adding value in terms of customization and adaptability to any design or architectural requirement.



Installation of LayerStone Panels

The installation of LayerStone panels is intuitive and straightforward, similar to that of traditional ceramic tiles. Suitable for both flooring and cladding, the panels can be fixed with cementitious adhesive, following standard laying techniques. Spacers for the joints are applied as with classic tiles, allowing for uniformity and precision in the layout of the surfaces. This ease of installation, combined with the superior aesthetics and durability of the material, makes LayerStone an excellent choice for both residential and commercial projects, offering installers the flexibility they need to achieve high-quality finishes efficiently and reliably.



SIZE PANELS

For all LayerStone sizes, the rated size corresponds with the work size.

48"x96"

Nominal Size (mm)	Work Size (mm)
1200x2400	1219x2438

24"x96"

Nominal Size (mm)	Work Size (mm)
600x2400	609x2438

48"x48"

Nominal Size (mm)	Work Size (mm)
1200x1200	1219x1219

24"x48"

Nominal Size (mm)	Work Size (mm)
600x1200	609x1219

LAYING SUGGESTIONS

The installer must check all the material before laying it. Before proceeding with the installation, place some panels on the floor and carefully verify the overall technical and aesthetic characteristics.

Laying

Use cementitious adhesives for low-porosity surfaces such as MAPEI S2FLEX / H40 KERAKOLL. After the grouting phase, excess product must be removed as quickly as possible, and the affected surface must be repeatedly washed with a sponge and water. It is the installer's responsibility to keep the surface of the LayerStone panel clean by covering it with suitable protective materials (e.g., chipboard, cardboard sheets, etc.). For creating internal cuts and "L" shapes, it is recommended to round the sharp corners using bits with a diameter of at least 5 mm to reduce the risk of breakage or cracks in the already laid material. It is advisable to lay LayerStone panels using mechanical levellers. However, it should be noted that some models available on the market, due to their operational methods, may not be suitable for laying LayerStone panels. If necessary, please contact the LayerStone technical office before installation. For further instructions on laying LayerStone panels, consult the LayerStone technical manual.

Substrate

Floor: Compact Cementitious Screed
Wall: Compact Cementitious Plaster

Joint dimensions

The joint size should be about 2 mm. The width of the mortar joints must be established by the installation manager, unless regulated by national laying standards. Plan in the flooring for appropriate perimeter joints in contact with vertical structural elements (walls, columns, stairs...) and appropriate expansion joints.

Mortar colour

It is advisable to use mortar colored to match the LayerStone panel color. Before using fine-grain boiaccia mortar, always perform a test as the colored pigment can stain the surface of the GammaStone panel and can be very difficult to remove.

CLEANING AND MAINTENANCE

Before cleaning any surface of the LayerStone panels, make sure to perform the following operations:

1. Check the chemical resistance of the laid panels in the general catalog;
2. Perform a preliminary test directly on the laid LayerStone panels using a detergent and leaving it in contact with the surface for a similar time to that actually used for cleaning;
3. Ensure that the detergents to be used do not contain hydrofluoric acid and/or its derivatives; sulfuric acid, bleach, and substances that, by their very nature, damage all stone products.

Below are some guidelines for cleaning after installation (after laying LayerStone panels), whether daily cleaning or specific cleaning to remove stains or any extra maintenance that may be required.

"After the installation" cleaning

1. "After installation" cleaning helps remove grout residues, cement, lime, and cementitious adhesives. This type of cleaning is necessary at the end of the installation
2. If "after installation" cleaning is not performed correctly or not performed at all, this often can cause permanent marks that prevent proper floor cleaning even if good daily cleaning is then performed.
3. When possible, especially for medium-large surfaces, it is recommended to use a single-brush machine with soft discs (white or beige).
4. Cleaning of cementitious grouts mixed with water. This type of cleaning must be carried out with specific detergents available on the market, such as:

Residue to be removed	Detergent's name (manufacturer)
	MARBLEWASH (FILA) FASEZERO (FILA) PS87 PRO (FILA) ULTRACARE MULTICLEANER (MAPEI)

INSTRUCTIONS ON HOW TO CLEAN "AFTER THE INSTALLATION"

1. Clean 4-5 days after grouting (the mortar must be hardened); do not wait more than 10 days. After this period, cleaning can become very difficult.
2. Wet the floor with water before cleaning. This way, the grouts are soaked with water and contact with detergents is reduced.
3. Let the detergents work for limited periods, then rinse with water as soon as possible.
4. Should not be carried out if the surfaces of the panels are very hot (e.g., exposed to the sun during very hot days); this must be avoided as the action of aggressive chemicals becomes very harsh. In summer, proceed with the operation during the cooler period of the day.
5. Always make sure to perform a precautionary test before using the product (on an uninstalled panel), especially for polished or smoothed products.
6. Cleaning for epoxy, bi-component and reagent grouts. In these cases the removal must be carried out immediately and carefully following the recommendations of the manufacturers, as these grouts harden very quickly, even in a few minutes. Please carefully follow the cleaning mode specified by the manufacturer of the grout used; verify its effectiveness (with back-lighting) with a preliminary cleaning test before grouting the entire floor/wall. Cleaning for epoxy, two-component, and reactive grouts. In these cases, removal must be carried out immediately and carefully following the manufacturers' recommendations, as these mortars harden very quickly, even in a few minutes. It is recommended to carefully follow the cleaning method specified by the mortar manufacturer; verify its effectiveness (with backlighting) with a preliminary cleaning test before grouting the entire floor/wal.

Daily/Standard cleaning

Use warm water and a high-quality microfiber cloth, such as MAGIC CLEAN by Bonasystems Italia. If necessary, use warm water and a very diluted neutral detergent (one cap in 5 liters of water) or warm water and a universal degreaser (4-5 sprays in 5 liters of water). At the end, always rinse with water and a clean microfiber cloth.

Type of detergent	Detergent's name (manufacturer)
Neutral	MARBLEWASH (FILA) CLEANE PRO (FILA) ULTRACARE MULTICLEANER (MAPEI)

If not otherwise indicated by LayerStone, follow the manufacturer's packaging instructions very carefully.

Extra cleaning

This procedure is performed to remove stains or particularly old or stubborn residues. Always make sure to perform a precautionary test before using the product (on an uninstalled panel), especially for polished or smoothed products. The table below indicates the detergents that are effective based on the type of stains.

Residue to be removed	Detergent's name (manufacturer)
Grease, dust footmarks, base cleaning	PS87 Pro (FILA) Ultracare Stain Remover (MAPEI) NOSPOT (FILA)
Coffee, Coke, fruit juices	PS87 Pro (FILA)
Wine	Marble Restorer Kit (FILA)
Calcareous deposits	Cleaner Pro (FILA)
Rust	No Rust (FILA) Detertek Pro (FILA) Ultracare Rust Remover (MAPEI)
Inks, felt-tipped pen	NOPAINT STAR (FILA) PS87 Pro (FILA)
Tire traces, stains from rubber, metal or pencil	PS87 Pro (FILA)
Panel joint stains	Fuganet (FILA) PS87 Pro (FILA) Ultracare Grout Cleaner (MAPEI)

Always perform a precautionary test in a hidden area.

If not otherwise indicated by LayerStone, follow the manufacturer's packaging instructions very carefully.

DO NOT USE:

- Waxing and impregnating agents;
- Acid or alkaline detergents;
- Abrasive pastes;
- Abrasive brushes or sponges.

Special maintenance

Stain-resistant products for grouts / joints	Product name (manufacturer)
	Ultracare Grout Protector (MAPEI) Fugaproof (FILA)

If not otherwise indicated by LayerStone, follow the manufacturer's packaging instructions very carefully.

PHYSICAL-MECHANICAL CHARACTERISTICS

NORMS	Breaking Load F (N)	Std. Dev. Breaking Load F (N)	Moduls of Rupture R (N/mm ²)	Std. Dev. Moduls of Rupture R (N/mm ²)
ASTM C99/C99M - Modulus of Rupture DRY Parallel	2504	422	53,60	5,70
ASTM C99/C99M - Modulus of Rupture Condizione DRY Perpendicular	2911	416,8	56,90	7,90
ASTM C99/C99M - Modulus of Rupture Condizione WET Parallel	2328	314	46,80	7,30
ASTM C99/C99M - Modulus of Rupture Condizione WET Perpendicular	2679	398,9	56,90	7,50
ASTM C880/C880M - Flexural Strength DRY	3987	585,5	36,20	4,80
ASTM C880/C880M - Flexural Strength WET	2686	78,9	25,00	2,70

The full thickness breaking point of marble is 14,00 N/mm², the Layertstone Panel breaking point reaches **53,60 N/mm²**

NORMS	Breaking Load F (N)	Std. Dev. Breaking Load F (N)	Breaking Strength S (N)	Moduls of Rupture R (N/mm ²)	Std. Dev. Moduls of Rupture R (N/mm ²)
UNI EN ISO 10545-4 Breaking Strength	3646,9	363,4	7034,70	75,10	2,40

NORMS	Load 10 % [N]	Std. Dev. Load 10 % [N]	σ10 % [MPa]	σ10 % [kPa]	Std. Dev. σ10 % [kPa]
UNI EN 29469 - UNI EN 826 Compressive Strength [10% of deformation]	24889,6	4484,1	1,20	1161,30	65,60

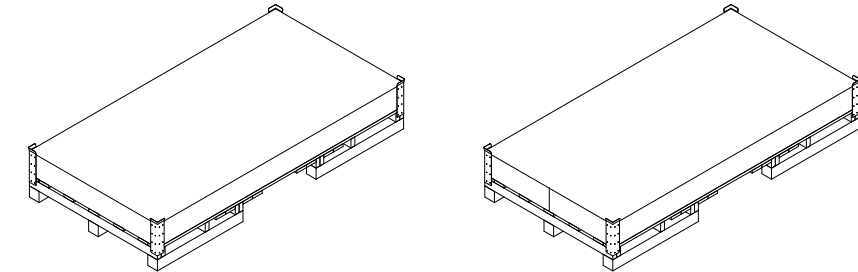
The breaking point of 14mm ceramic is 50 N/mm², the Layertstone Panel breaking point reaches **75,10 N/mm²**

PACKAGING

BOX 1 / 2 Dimensions:

52 3/8"x100 3/4"x17 1/2" (1330x2558x445mm)

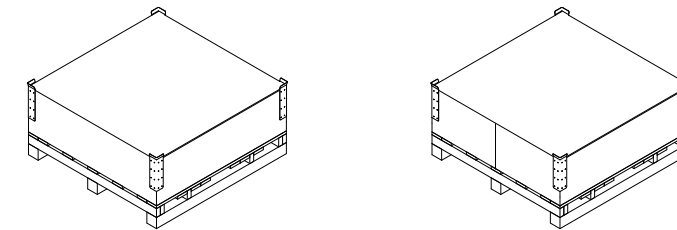
SIZES	THICKNESS	PCS/BOX	ft ² PANELS/BOX	lb TOT	m ² PANELS/BOX	Kg TOT
48x96" (1200X2400mm)	1/2" (12mm)	15	480	2480	44,6	1125
24x96" (600x2400mm)	1/2" (12mm)	30	480	2480	44,6	1125



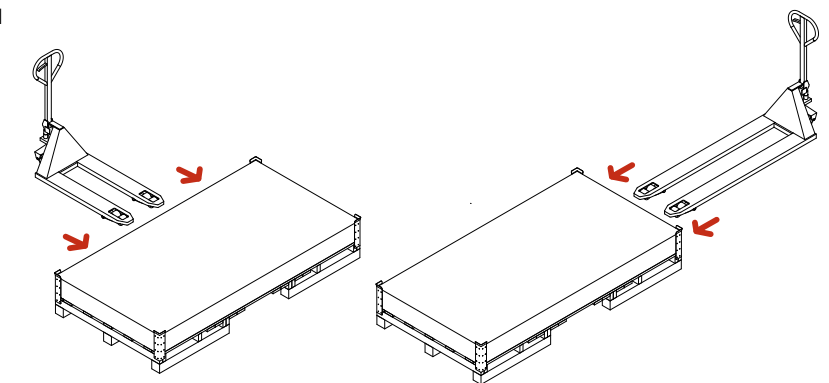
BOX 3 / 4 Dimensions:

52 3/8"x53 1/8"x25 1/2" (1330x1350x646mm)

SIZES	THICKNESS	PCS/BOX	ft ² PANELS/BOX	lb TOT	m ² PANELS/BOX	Kg TOT
48x48" (1200x1200mm)	1/2" (12mm)	30	480	2014	44,6	1095
24x48" (600x1200mm)	1/2" (12mm)	60	480	2014	44,6	1095



This rectangular wooden crate is designed to be lifted from either the long side or the short side for your convenience. ha il menu contestuale



Information regarding packaging

All information regarding packaging in this catalogue are considered purely indicative and subject to change.

GENERAL TERMS AND CONDITIONS OF SALE

Scope Of Application

1. These General Terms and Conditions of Sale (“General Conditions”) apply to any supply of LayerStone panels or other LayerStone products (“Products”) that will be executed to any customer (“CLIENT”) by any company or division of the GammaStone Group (“SELLER”), even if these General Conditions are not expressly mentioned or expressly accepted by the CLIENT from time to time.
2. No provision that deviates from these General Conditions shall be binding on the SELLER unless included in the “Sales Contract”, as defined in the subsequent paragraph 3.2, included in the documents subsequent to the Sales Contract, and the content thereof has been accepted in writing by the SELLER. In any case, even if diverging provisions are agreed upon, these General Conditions apply to the parts not expressly disregarded.
3. In no case shall the CLIENT’s general contract conditions be binding on the SELLER, even if mentioned or included in orders or in any other document transmitted by the CLIENT to the SELLER. No conduct of the SELLER shall be interpreted or used to express the SELLER’s tacit acceptance of the CLIENT’s general contract conditions.
4. In no case shall the SELLER be bound by acts and/or behaviors of its agents, as they lack any power to bind the SELLER.
5. In the case where the CLIENT is a consumer, the provisions of these General Conditions do not prejudice the CLIENT’s rights provided by the applicable law for sales made to consumers.

Products – Modifications

1. Any representation and/or image relating to the Products included in websites, brochures, catalogs, price lists, or other similar documents of the SELLER is indicative and purely illustrative. Similarly, samples and models should be considered only as an indication of the characteristics of the products in terms of weight, size, aesthetic and technical performance, and characteristics and are only an approximate and/or general indication and do not have binding value for the SELLER unless they are expressly mentioned as such in the written acceptance of the offer by the SELLER and do not represent the final aesthetic result of the Products. The technical and physical characteristics of the Products as well as their qualities are described in the SELLER’s technical manuals. Any other document, including the technical and physical characteristics and the qualities of the Products, is purely indicative and does not bind the SELLER.
2. The SELLER declares that the Products comply with applicable Italian and European industrial standards. Any Products will be used and applied in accordance with the SELLER’s instructions for use contained in the catalogs and/or technical manuals of the SELLER with reference to the Products in question or with instructions otherwise communicated and/or made available by the SELLER to the CLIENT, in any case, in compliance with the diligence required by the nature of the Products. Otherwise, the CLIENT will entail the forfeiture of the warranty and the inapplicability of the warranty rights referred to in Article 7 below or any other legal or agreed warranty.
3. It is the CLIENT’s responsibility, before the execution of the Sales Contract, to ensure that the Products are suitable for their specific purpose and/or intended use and, furthermore, that they also comply with the laws and regulations applicable in the place where the CLIENT will import, distribute, sell or use them in any way.
4. The CLIENT will inform the purchasers of the Products and third parties of the characteristics of the Products and the instructions for use and application of the same in accordance with the indication provided by the SELLER. Notwithstanding the above, the CLIENT is solely responsible for the statements it will make to third parties with reference to the Products, their characteristics, and their use or application and must compensate and hold the SELLER harmless from any damages possibly suffered by the SELLER in reference to or in connection with such statements of the CLIENT, in case they turn out to be false, incomplete, or inaccurate.

Quotations – Execution of Sale Contract – Tolerances

1. Written or verbal quotations issued by the SELLER should not be considered valid contractual proposals.
2. The sales contract (“Sales Contract”) is executed as follows:
 - a. An offer is sent by the SELLER to the CLIENT, and the CLIENT then sends their written acceptance of such offer to the SELLER, without any modification to the offer itself; or
 - b. A purchase order is sent by the CLIENT, and the SELLER then sends their written acceptance of such order to the CLIENT.
3. For the purposes of paragraph 3.2 letter a) above, the following facts or actions shall constitute the written acceptance of an offer of SELLER by CLIENT:
 - a. The receipt by the SELLER of a letter of credit sent by the CLIENT;
 - b. The receipt by the SELLER of all or part of the relevant purchase price;
 - c. The receipt by the SELLER of a purchase order from the CLIENT.

In such a case, any order from the CLIENT that differs from the provisions of the SELLER’s offer will be binding for the SELLER only if and to the extent that the SELLER has expressly accepted it in writing.

4. Furthermore, for the purposes of the aforementioned paragraph 3.2 letter b), in the event that the SELLER’s acceptance includes terms and conditions different from those of the CLIENT’s order, the Sales Contract is considered concluded under the conditions included in the SELLER’s acceptance, unless the CLIENT notifies in writing to the SELLER of not accepting the terms and conditions of the SELLER’s acceptance within 1 (one) business day from receiving such acceptance..
5. All supplies of Products will include only what is expressly indicated in the Sales Contract.
6. The CLIENT acknowledges to the SELLER the quantity and quality tolerances arising from the Sales Contract or from the use and practices of the industry of the Products.

Packing – Delivery term – Delivery time

1. The Products will be packaged and ready for shipment in accordance with the standard protection methods generally adopted by the SELLER for the Products in question, considering the mode of transport agreed upon. The CLIENT may request from the SELLER any special packaging or additional protection deemed necessary, and in such case, the CLIENT will bear all related costs.
2. Unless otherwise specified in the Sales Contract, the Products will be delivered to the CLIENT in accordance with the Incoterms rule, ICC latest version, Ex Works (EXW) - SELLER’s premises indicated in the Sales Contract. CLIENT authorizes the SELLER to sign, on behalf of the CLIENT, all transport documents that must be signed at the time of collection of the Products at the

SELLER’s premises, such as the CMR. In the event the Incoterms ICC rule agreed upon between the parties stipulates that the CLIENT will take care of the transport of the Products outside Italian territory:

- a. In the case of intra-EU supply, within 45 (forty-five) days of receipt of the Products at its premises, the CLIENT will send to the SELLER an original or a copy of the international transport document CMR or another transport document, signed at the destination by the CLIENT or, in the absence of the international transport document CMR, a declaration of receipt of the Products issued based on the form in Annex -1- available for download at www.layerstone.com
- b. in case of an Extra-EU supply, CLIENT must:
 - i. Present the customs export declaration (SAD-EX + EAD) and validate the MRN (Movement Reference Number) at the EU territory customs of the Products’ exit, within 90 (ninety) days from the delivery date in Italy;
 - ii. Send to the SELLER, within 90 (ninety) days from the delivery date, documents proving the export of the Products (customs export declaration SAD-EX + EAD + exit certification);
 - iii. Inform the SELLER in writing as soon as such submission is completed and provide the SELLER with any other document proving the execution of such formalities, as well as the exit of the Products from the EU Territory.

In the event the CLIENT violates the obligations of this paragraph 4.2, the SELLER has the right to immediately charge the CLIENT the amount of the applicable value-added tax related to the supply and connected to the lack of proof of transport of the Products to another EU Member State or the failure to carry out customs formalities. In any case, the CLIENT shall indemnify and hold the SELLER harmless in relation to any payment due to the tax offices for fines, interest, or on any other basis, in relation to the supply and lack of proof of transport of the products to another EU Member State or the failure to carry out customs formalities. In this regard, the SELLER has the right to: (i) offset any amount due by the CLIENT under this paragraph 4.2 against any amount due, for any reason, by the SELLER to the CLIENT; or (ii) definitively retain any amount received in relation to the Sales Contracts, offsetting the CLIENT’s debt under this paragraph 4.2 with all sums already paid by the CLIENT.

3. The SELLER will deliver the Products by the delivery date specified in the Sales Contract, in a single delivery or in partial deliveries. The delivery date is not always considered essential or peremptory. The SELLER will not reimburse any damages, direct or indirect, suffered by the CLIENT due to delays in the delivery of the Products. In no case of delay in the delivery of the Products will the CLIENT have the right to terminate the Sales Contract.
4. Upon receipt of the Products, the CLIENT must report any damage to the packaging and/or shortages or anomalies of the Products occurring during transport, stating the details of such events on the transport document, and must also:
 - a. have such notification countersigned by the carrier; and
 - b. Inform the SELLER immediately in writing and send to the SELLER a copy of the countersigned document within and no later than 8 (eight) days from the date of receipt of the Products.Otherwise, the SELLER will not be responsible for any losses, damages, or theft of the Products occurring during transport, even if the risks of transport were, in whole or in part, the responsibility of the SELLER

Prices – Payment – Late Payment

1. The Products will be supplied at the prices agreed upon between the parties in the Sales Contract or, in the absence of prices mentioned in the Sales Contract, at the prices resulting from the SELLER’s price list in force at the time of execution of the Sales Contract. Unless otherwise indicated in writing, the prices of the Products included in the SELLER’s price lists, quotations, and/or offers are in Euros or Dollars, net of local taxes and for delivery according to the ICC rule, latest version, Ex Works (EXW) - SELLER’s premises indicated in the sales contract. Therefore, if a different Incoterms rule is agreed upon between the parties, the invoiced amount will be adjusted accordingly, including transport expenses of the sales invoice and all other costs associated with the Incoterms rule.
2. The Client will pay for the Products according to the methods and terms of payment provided for in the Sales Contract or otherwise agreed upon in writing between the parties. No payment will be considered made by the CLIENT until the related amount has been credited to the SELLER’s bank account. The payment will be made by the CLIENT in Euros or in the currency of the place where the CLIENT has its legal headquarters, at the discretion of the SELLER, in accordance with the currency indicated by the SELLER in the relevant sales invoice.
3. If the CLIENT is in default of its payment obligations, the SELLER may:
 - a. Obtain payment of late interest in accordance with applicable law; and
 - b. Withhold ongoing and future deliveries, upon written notice to the CLIENT, until all due amounts and late interest have been fully paid.
4. If the late amounts and interest remain unpaid 30 (thirty) days after the agreed payment deadline, the SELLER may also, at its discretion, alternatively or cumulatively, and in addition to any other right or remedy available under the law or under these General Conditions:
 - a. Request accelerated payment of all remaining payments and declare the total balance due, even if installment or deferred payments or other payment documents have been agreed upon and issued and expired;
 - b. Terminate the Sales Contract in question and definitively retain any amount received in relation to such Sales Contract or other Sales Contracts, offsetting the CLIENT’s debt with any sum already paid by the CLIENT;
 - c. Make future deliveries of Products only on a prepaid basis, even with reference to supplies still to be executed;
 - d. Cancel discounts and bonuses possibly agreed upon between the parties also with reference to Sales Contracts already regularly executed.
5. The SELLER has the right to exercise the rights under the previous paragraphs 5.3 and 5.4 also in the event that:
 - a. The CLIENT is in the process of liquidation, bankruptcy, debt restructuring, or enforcement procedures;
 - b. The SELLER’s insurance company refuses insurance coverage for the SELLER’s claims against the CLIENT;
 - c. The CLIENT is in financial difficulty capable of hindering the regular execution of payment obligations arising, by way of example, from the non-payment of checks or other payment documents, reduction of granted guarantees and/or failure to grant promised guarantees, as well as any unpaid amount, even if such circumstances have occurred with other suppliers of the CLIENT.

6. The CLIENT may not claim any breach of contract by the SELLER, nor may it initiate any lawsuit or legal action against the SELLER, until any amount resulting due to the SELLER under the above paragraphs 5.3 and 5.4 has been paid in full by the CLIENT.

Retention of Title

The SELLER shall retain exclusive ownership of the Products sold until their price has been fully paid by the CLIENT.

Notwithstanding the above, the risks of loss of the Products shall be governed by the Incoterms rule agreed upon between the parties for the delivery of the Products.

In the event of failure or delay in fulfilling the obligation to pay the price of the Products, without prejudice to the rights referred to in paragraphs 5.4, 5.5, and 5.6, the SELLER has the right to enter the premises where the Products are held, repossess the Products and retain, as liquidated damages, any amount already paid by the CLIENT with reference to such Products.

Warranty

1. Notwithstanding the provisions of paragraphs 2.1, 2.2, 2.4, and 3.6 regarding modifications to the Products and tolerances, the SELLER guarantees that the Products will conform to the Sales Contract, the classification indicated in the technical manuals, catalogs, and/or price lists of the SELLER, and that they will be free from manufacturing defects. The warranty period is 12 (twelve) months from the date of collection of the Products at the SELLER's premises, regardless of the Incoterms rule agreed upon for delivery.
2. The following are expressly excluded from the warranty:
 - a. Chromatic alterations, differences in tone, variation in natural veining, differences in texture, difference in granulometry, presence of inclusions, difference in structure, difference in porosity, difference in density, difference in surface finish of the Products;
 - b. Products identified in the Sales Contract as being of a lower quality than first quality products or as close-out sales products or as Special Lots;
 - c. Products applied and/or installed non-compliant with the industry standards applicable to them;
 - d. Products used or applied on surfaces and/or in spaces or environments different from those indicated by the SELLER;
 - e. Products used not in accordance with the instructions and/or indications provided by the SELLER included in the catalogs and price lists of the SELLER or otherwise communicated to the CLIENT by the SELLER, including the instructions referred to in paragraph 2.2;
 - f. Products used non-compliant with the standard diligence and/or techniques required by the nature of the Products;
 - g. Frost resistance of the Products, unless such a characteristic of the Products has been declared by the SELLER in the technical manual of the Products;
 - h. Characteristics of the Products resulting from the classification of multilayer lightweight panels with natural stone finish (i) carried out by control and/or certification authorities other than the authorities of the Member States of the European Union and/or (ii) carried out on the basis of criteria different from those used by the SELLER.
3. Subject to the provisions of the aforementioned paragraph 4.4, the CLIENT must inspect the Products as soon as possible and inform the SELLER in writing of any non-conformities or defects, via fax or email, within and not exceeding the following deadlines; otherwise, the warranty will be forfeited and the warranty rights inapplicable:
 - a. Differences in type or quantity compared to the agreed type or quantity of the Products: 8 (eight) days from the delivery of the Products at the CLIENT's premises and, in any case, before the application of the Products;
 - b. Non-conformities or hidden defects of the Products: 8 (eight) days from their discovery and, for the avoidance of doubt, within the warranty period.
4. The SELLER shall have the right to examine the Products, or samples of the Products, which the CLIENT declares non-conforming or defective, in order to verify the instructions relating to the configuration and/or application of the Products and/or the use of the Products in accordance with the provisions of these General Conditions. In this regard, the CLIENT has the right to return to the SELLER the Products that the CLIENT considers non-conforming or defective only with the written authorization of the SELLER and only on the condition that the CLIENT assumes all costs and risks for the shipment of the Products. Authorization to return the Products or samples of the Products allegedly non-conforming or defective shall never be interpreted as recognition of the alleged non-conformities or defects by the SELLER.
5. In the event that the Products are ascertained by the SELLER as actually non-conforming or defective, the CLIENT shall only be entitled to obtain, at the discretion of the SELLER:
 - a. Replacement of the non-conforming or defective Products; or
 - b. Partial or total exemption from the payment of their price, depending on the severity of the non-conformities or defects.
6. For the purposes of paragraph 7.5 letter (a), the Products to be delivered in replacement of non-conforming or defective Products must be delivered to the CLIENT in accordance with the ICC Incoterms. 2010 rule DDP - CLIENT's premises. The Products that have been replaced shall, at the discretion of the SELLER, be destroyed or disposed of by the CLIENT, at their own expense, or returned to the SELLER, at the SELLER's expense. In the event that the Products must be destroyed or disposed of by the CLIENT, the CLIENT undertakes to send to the SELLER proof of the destruction or disposal of the Products, along with documents proving the costs incurred by the CLIENT for the destruction or disposal of the same.
7. The rights and remedies described in paragraphs 7.5 and 7.6 are the only warranty rights and remedies granted to the CLIENT. To the maximum extent permitted by applicable law, any other liability and obligation of the SELLER, which may in any way arise from or in connection with the supply of non-conforming or defective Products - including, but not limited to: compensation for direct or indirect or consequential damages, loss of profits, etc. connected to such liability - is expressly excluded.
8. This warranty supersedes and excludes any other warranty, express or implied, provided by law or otherwise.

Force Majeure

1. The SELLER shall not be held liable for non-performance or delay in fulfilling the obligations undertaken in relation to the supply of Products if such failure or delay is due to the occurrence of a force majeure event such as wars, fires, earthquakes, floods, tsunamis, strikes, labor or occupation difficulties, supply shortages or scarcity of raw materials, restrictions on the use of power, suspension or difficulties in transportation, plant breakdowns, acts of public authorities, or any other event or cause of any kind, similar or dissimilar, that cannot be reasonably foreseen or provided against and that cannot be overcome by the SELLER with reasonable diligence.
2. In such a case, the term for the fulfillment of the obligation is extended for the duration of such a force majeure event. If such a force majeure event continues for a period longer than 6 (six) months, the CLIENT has the right to terminate the underlying sales contract, giving written notice to the SELLER by registered letter with return receipt or courier, and the SELLER assumes no responsibility.

Severability

The invalidity or unenforceability of any provision, or part of it, of these General Conditions does not affect the validity or enforceability of any other provision.

Confidentiality

1. The CLIENT undertakes: (i) to treat with the utmost confidentiality all information/data/drawings/know-how/documentation transmitted by the SELLER or which may come to know in connection with the execution of any Sales Contract, even if not marked or identified as secret or confidential ("Confidential Information"); (ii) not to disclose or inform third parties in whole or in part of the Confidential Information, without the prior written consent of the SELLER; (iii) to limit the use of Confidential Information and access to it for purposes related to the execution of the Sales Contracts; (iv) to adopt all necessary measures to ensure that its employees and collaborators do not disclose the Confidential Information to third parties or use it inappropriately. Confidential Information cannot be copied or reproduced in any way, except with the prior written consent of the SELLER, and all copies of the Confidential Information will be immediately returned to the SELLER upon simple written request from the same.
2. The above provisions do not apply to information that (i) is public or accessible to the public not due to a disclosure by the CLIENT or the employees or collaborators of the CLIENT; or (ii) was already available to the CLIENT before receiving it from the SELLER; or (iii) is disclosed by third parties who have no obligation of confidentiality or use restrictions on the same; (iv) can be disclosed according to a written authorization from the SELLER.

Applicable Law – Dispute Resolution

1. These General Conditions and all Sales Contracts that will take place based on the same shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) and, for matters not covered by such Convention, by Italian laws..
2. Any dispute arising from or in relation to these General Conditions or in relation to a Sales Contract occurring based on the same shall be resolved in accordance with the following provisions:
 - a. If the CLIENT has its legal headquarters within the European Union, Switzerland, Norway, or Iceland, the dispute shall be subject to the jurisdiction of the Italian courts and shall be submitted exclusively for its resolution to the Court of Rome (Italy).
 - b. In any other case, the dispute shall be exclusively referred to and finally resolved by arbitration, by a sole arbitrator, in accordance with the Rules of the Arbitration Chamber of Rome (the Rules). The seat of the arbitration shall be, and the award shall be delivered in, Rome (Italy). The language to be used in the arbitration proceedings is English.
3. Notwithstanding the above provisions, the SELLER is exclusively granted the right to initiate legal action under the jurisdiction of the CLIENT before the competent court.

Contact

Headquarters
T. +39 0761 5051
info@gammastone.com

Production Plant - Technical Office
T. +39 0761 184 0234

GammaStone North America Inc.
T: +1 866 US GAMMA
info.na@gammastone.com

layerstone.com

