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Warranty Policy

How this warranty applies to you

This warranty is provided by Solomon and Wu Ltd trading as Low Carbon Industrial (LCI, we, us) in connection with our surface products. It covers two types of buyer:

- **Consumer Beneficiary:** a private individual who bought the product for their own home. If this is you, your statutory rights under the Consumer Rights Act 2015 apply in full. Nothing in this warranty reduces those rights. Where any provision is less favourable to you than the Consumer Rights Act 2015, the Act applies.
- **Business Beneficiary:** any trade purchaser (fabricator, specifier, contractor, developer), and any end-client for whom a Business Beneficiary has installed the product.

A small number of provisions apply differently to each. Where that is the case they are clearly marked. If any provision is ambiguous as to whether it applies to a Consumer Beneficiary, it is to be read as not applying.

1. Scope

This warranty covers the LCI product lines listed in the Product Schedules: Foresso, No-Chip, Elenite, Stelapop, and Full Colour. The Schedules set out applications covered, applications not covered, warranty period, and product-specific performance limits.

2. Definitions

Competent Professional: a person or firm installing the product who (a) carries on installation as their trade, (b) holds current public liability insurance of at least GBP 2 million, and (c) installs in accordance with the Installation Guide in force at the date of supply.

Defect: a failure of the product to conform to the Technical Data Sheet in force at the date of supply, caused by LCI's materials or manufacturing and not attributable to installation, fabrication, environment, use, or any of the matters listed under Exclusions.

Installation Guide, Care Guide, Technical Data Sheet: the documents published by LCI at lowcarbonindustrial.com and in force at the date of supply. LCI archives superseded versions and will provide the applicable version on written request.

Normal Use: use of the product for an application listed in the relevant Product Schedule, in an interior environment within the limits set out in the Technical Data Sheet, cleaned and maintained in accordance with the Care Guide.

Sustained Heat: continuous contact with a heat source at or above the temperature stated in the relevant product technical information.

3. What we warrant

Subject to the conditions and exclusions below, during the applicable warranty period each product will:

- be free from material and manufacturing Defects under Normal Use
- conform to the Technical Data Sheet in force at the date of supply
- retain its integrity when installed and maintained in accordance with the Installation Guide and Care Guide in force at the date of supply

4. Conditions

This warranty applies where all of the following are met:

- the product was installed by a Competent Professional following the Installation Guide
- the product has been used only for an application listed in the relevant Product Schedule
- the product has been cared for and maintained in accordance with the Care Guide
- the installation environment is within the limits set out in the Technical Data Sheet
- proof of purchase (LCI invoice or delivery note number) can be provided
- the installer and installation date can be identified

The Installation Guide, Care Guide, and Technical Data Sheet in force at the date of supply govern this warranty. LCI will provide the applicable versions on written request.

5. Exclusions

This warranty does not cover:

- installation not in accordance with the Installation Guide, including fabrication by third parties (cutouts, seams, edge sealing, adhesive choice)
- misuse, neglect, accident, impact, or abuse
- normal wear and tear, including surface scratches, minor marks, patina, and changes in appearance that develop through use

- natural variation in colour, grain, pattern, texture, and inclusions, which are inherent characteristics of our materials. Where a physical sample has been supplied and accepted before cutting, that sample defines the agreed appearance
- damage caused by water, heat, chemicals, cleaning products, or environmental conditions outside the limits set out in the Technical Data Sheet
- staining, discolouration, or damage caused by substances identified as harmful in the Care Guide
- damage from structural movement, substrate failure, substrate moisture, or inadequate substrate preparation
- damage from direct sunlight or UV exposure where the product is not specified for such use
- products that have been mechanically altered, refinished, or treated with coatings, sealants, or finishes not specified by us after supply
- installations in applications not listed in the relevant Product Schedule
- pre-existing conditions that were or should reasonably have been identified at the point of installation
- costs of removal, reinstallation, labour, site access, transport, or making good of adjacent works (subject to Clause 9)

6. Duration

Warranty periods are set out in the Product Schedules and run from the date of installation, or where installation date cannot be evidenced, from the date of delivery.

7. Claim process

Notice

- Consumer Beneficiary: notify us within a reasonable time after the Defect is discovered.
- Business Beneficiary: notify us within 30 days of the Defect being discovered or reasonably discoverable.

Notify us in writing at info@lowcarbonindustrial.com with:

- proof of purchase (LCI invoice or delivery note number)
- date of installation and details of the installer
- photographs clearly showing the Defect and its location
- a written description of the issue and the circumstances in which it was discovered

We may request further information, samples, or an on-site inspection. Where inspection is required we will aim to attend within 21 days of receiving a complete claim notification, and the Beneficiary will grant reasonable access. If the claim is not covered, reasonable inspection costs may be recharged.

8. Our remedies and liability

If a claim is approved:

- Consumer Beneficiary: the remedies available to you are those set out in the Consumer Rights Act 2015. Nothing in this warranty limits those rights.
- Business Beneficiary: we will, acting reasonably, elect one of: (a) repair the affected area, (b) replace the affected material, or (c) refund the purchase price of the affected material.

Liability limit

- Consumer Beneficiary: your statutory rights are not limited. Our voluntary remedies under this warranty are in addition to those rights.
- Business Beneficiary: our total aggregate liability in connection with this warranty and the supply of the product is limited to the greater of (a) the price paid for the batch giving rise to the claim or (b) GBP 250,000 per claim or series of connected claims. We are not liable to a Business Beneficiary for loss of profits, revenue, business, contracts, goodwill, anticipated savings, data, or reputation, or for indirect or consequential loss.

9. Non-excludable liability

Nothing in this warranty excludes or limits our liability for:

- death or personal injury caused by our negligence
- fraud or fraudulent misrepresentation
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 17 of the Consumer Rights Act 2015 (title)
- defective products under the Consumer Protection Act 1987
- any other liability that cannot lawfully be excluded or limited

10. Transferability

- Consumer Beneficiary: this warranty transfers once, to a subsequent owner of the property in which the product is installed, for the remainder of the warranty period, on written notice to LCI within 60 days of the property transfer.
- Business Beneficiary: not transferable except with our prior written agreement.

11. Statutory rights

Nothing in this warranty affects statutory rights that cannot be excluded or limited, including rights under the Consumer Rights Act 2015 where applicable.

12. Governing law

This warranty is governed by the laws of England and Wales. Disputes are subject to the jurisdiction of the courts of England and Wales, except that a Consumer Beneficiary may bring proceedings in the courts of the jurisdiction in which they are domiciled.

Product Schedules

The Technical Data Sheet for each product contains the numerical performance limits (operating temperature, exposure ranges, load limits, chemical resistance) and is part of this warranty.

Schedule A - Foresso

Material class: timber terrazzo

Warranty period: 15 years residential, 10 years commercial

Supported: interior horizontal and vertical surfaces in dry interior environments - kitchen worktops, splashbacks, tables, furniture panels, wall cladding

Not covered: exterior use, wet rooms, saunas, Sustained Heat, floor applications, commercial food-prep surfaces unless specified in writing by LCI, and anything not explicitly supported

Schedule B - No-Chip

Material class: resin and wood dust composite

Warranty period: 15 years residential, 10 years commercial

Supported: interior horizontal and vertical surfaces in dry interior environments - kitchen worktops, splashbacks, tables, furniture panels, wall cladding

Not covered: exterior use, wet rooms, saunas, Sustained Heat, floor applications, commercial food-prep surfaces unless specified in writing by LCI, and anything not explicitly supported

Schedule C - Elenite

Material class: acrylic solid surface

Warranty period: 15 years residential, 10 years commercial

Supported: interior horizontal and vertical surfaces including kitchen and bathroom worktops, splashbacks, wall cladding, furniture surfaces

Not covered: exterior use, Sustained Heat, and anything not explicitly supported