

# Warranty

## LIMITED WARRANTY

10 YEARS RESIDENTIAL / 5 YEARS COMMERCIAL

Bolidt Kunststoftoepassing B.V. ("Bolidt") as the manufacturer of Esthec® Terrace ("Esthec") entitles one to certain quality assurance standards as provided in this Limited Warranty ("Warranty"). Esthec's Warranty is straightforward and comprehensive and just part of the total Esthec ownership experience.

The following Warranty applies to the Buyer ("Buyer") of Esthec to be used on or after the date of original purchase. This is a product only warranty, not a fabrication and/or installation warranty.

## GENERAL WARRANTY GUIDELINES

1. Bolidt warrants to the Buyer that Esthec shall be free from material defects arising from the manufacture of Esthec and that it shall not warp, splinter, swell, crack, be susceptible to termites or other insects nor fade in the sunlight for a period of ten (10) years on residential applications and five (5) years on commercial applications, this Warranty commences from the date of purchase of Esthec.
2. Bolidt shall assume no risk or liability for results obtained by use of products covered by this Warranty when used singly or in combination with other materials. This Warranty does not cover products made by other suppliers or manufacturers; nor does it cover any damage to Esthec caused by improperly installed, used or maintained appliances which are either built into Esthec or placed or stored on Esthec.
3. The sole obligation and liability of Bolidt under this Warranty shall be to provide replacement product during the Warranty period when Bolidt determines that products contain material defects arising from the manufacture of Esthec. Any costs associated with or arising out of the replacement such as removal, reinstallation, shipping, cleaning and the like, will be the responsibility of the Buyer. An exact colour match and or design match cannot be guaranteed. The Warranty will continue from the original date of purchase and not from the date of replacement.
4. To qualify for replacement, the Buyer must provide the original sales receipt or other documentation acceptable to Bolidt in order to demonstrate proof of purchase of the Esthec product. Furthermore the Buyer must have completed the full payment for the Esthec product within the payment conditions. A claim by the Buyer which is based on any defect in the quality or condition of Esthec products under this Warranty shall be notified to Bolidt in writing, with photographs and detailed description of the defect, within 30 days after discovery of the defect and within the Warranty time limit at the following email address, [info@esthec.com](mailto:info@esthec.com). The Buyer must reasonably cooperate with Bolidt in their efforts to perform their obligations under this Warranty. All decisions regarding the existence of manufacturing defects or decisions affecting this Warranty shall be made by Bolidt and shall be final and binding upon the parties.
5. Except for the foregoing replacement obligations, Bolidt shall have no liability for any other loss, damage or expense, arising out of or in connection with Esthec or its installation. In no event shall Bolidt be liable for special, indirect, incidental, punitive, consequential or any similar or other damages (including without limitation, damages for loss of business profits, business interruption or any other loss), whether or not caused by or resulting from the negligence of Bolidt even if Bolidt has been advised of the possibility of such damages.

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6. This Warranty does not cover damage caused by mishandling, misuse, damage from excessive heat or exposure to extreme weather conditions, physical or chemical abuse, acts of nature, or as further set out below.
7. "Physical, chemical or other abuse" includes any use of the product that is unreasonable considering the normal and expected uses of such products, and includes, but is not limited to, damage from use of improper cleaning solutions; lack of proper cleaning, including scouring/ damage caused by water blasting or high pressure cleaning systems; leaving substances, such as bleach or drain cleaner on the product without prompt cleaning.
8. "Acts of nature" include, but are not limited to, flooding, hurricane, earthquake, lightning, etc.; environmental condition such as air pollution, mold, mildew, etc.; staining from foreign substances such as dirt, grease, oil, etc.; or normal weathering defined as exposure to sunlight, weather and atmosphere which will cause any surface to accumulate dirt or stains; and fire. Bolidt shall assume no risk or liability in the occurrence of acts of nature and possible damage to Esthec material.
9. In addition, Bolidt shall not be responsible for any damage or injury caused in whole or in part by climate, job site condition, architectural and engineering design, structural movement, acts of vandalism, accident, war, or defective or improper workmanship by the fabricator or installer or any laborer, or any other damage or injury not solely and directly caused by defects in products covered by the Warranty. Furthermore, laws and building and safety codes governing the design, engineering and construction of installations vary widely. Bolidt assumes no responsibility or obligation with respect to the selection of product for the installation or the design, engineering and construction of the installation.
10. This Warranty is issued to the original Buyer of Esthec and expires upon transfer of ownership of the structure to a third party or removal of the Esthec material to another location.
11. This is the only Warranty made by Bolidt for Esthec. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise on behalf of Bolidt with respect to such products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Warranty shall be binding upon Bolidt unless made in writing and signed by and authorized employee of Bolidt.
12. This Warranty shall be interpreted exclusively under the laws of The Netherlands.