

Esthec B.V. (or its assigns, i.e. Esthec Corp), having its registered office at Nijverheidsweg 37 in Hendrik-Ido-Ambacht, the Netherlands, (hereinafter referred to as: 'Esthec') hereby guarantees the following, subject to the time limits set out in Article 4.:

that Esthec at its discretion will ensure repair or replacement of your 'Esthec product' (Esthec Nautical Decking) if the product fails due to a product defect in the two (2) years after invoicing. This warranty does not 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.

GENERAL RULES AND CONDITIONS OF THE TWO YEAR LIMITED PRODUCT WARRANTY

1. This warranty applies solely to Esthec products.
2. Esthec warrants to the buyer that the Esthec product shall be free from warping, splintering, swelling, or fading for a period of two years, as an effect of a manufacturing error. The warranty will start on the invoice date.
3. The following is not covered by this warranty:
 - a. Installation, the warranty only covers the Esthec product;
 - b. changes to or misuse of Esthec products, e.g. making improper use of the Esthec material; and
 - c. installation and/or use outside the conditions intended for the product, i.e. physical, chemical or mechanical misuse; and
 - d. damage due to exposure to excessive heat (e.g. direct heating); due to incorrect or insufficient cleaning; due to failure to comply with best-practice installation procedures; and
 - e. inadequate preparation or maintenance of the subsurface; and
 - f. specially manufactured shapes that result from an additional production process on an Esthec product as produced by Esthec; and
 - g. problems that arise from incorrect manufacture and installation, such as defective seams, an unsuitable supporting structure, lack of level sub-surface, and incorrect expansion seams; and
 - h. colour or pattern variations in repairs. As with most materials, different production batches may show colour and design differences. In repairs, Esthec cannot guarantee that the replacement material will exactly match the existing material; and
 - i. force majeure (events that cannot be controlled); and
 - j. any other incorrect use of Esthec as set out in the 'Esthec Maintenance Manual', which may be replaced or renamed at the sole discretion of Esthec. We emphasize that since the Esthec products are mainly being installed in outdoor situations, that it needs to be cleaned on a regular basis. Without proper cleaning, debris may leave marks and / or mildew.
4. The warranty term will not extend with the replacement product but will continue from the original invoice date. Esthec will replace any product found to be defective under the terms of this warranty, within the warranty term.
5. In order to get compensation within the two year limited product warranty, you must submit this warranty certificate with the damages claim (no warranty certificate means no compensation under this warranty).
6. The limited warranty is transferable inside the two year term.
7. All Esthec replacements or repairs must first be approved in writing by Esthec or its designated representative.
8. This Esthec two year limited product warranty solely applies to:
 - a. products sold after 1 January 2019;
 - b. products that have been maintained in accordance with the Esthec Maintenance Manual.
9. If Esthec is unable to repair or replace a defective product that is covered by this Esthec warranty, Esthec will compensate, after a reasonable notification term of the defect, only the purchase price of the Esthec material in accordance with the limitation set out in Article 4., subject to the customer delivering the Esthec material to Esthec or its approved representative.
10. **Limitations of warranty:**
Neither Esthec nor its suppliers offer any other implicit or explicit guarantees regarding Esthec products. Esthec and its suppliers expressly reject any implicit guarantees of saleability or suitability for any purpose.
11. **Limitation of liability:**
Except for the obligations explicitly set out in this warranty, Esthec is in no case liable for any direct, indirect, special, incidental damage or consequential loss, whether under a contract or due to a wrongful act, or any other legal theory and regardless of whether Esthec was aware of the possibility of such damage.
12. This two year limited product warranty for Esthec is your ultimate assurance of lasting quality. If you have any questions about this warranty, please write to Esthec at the following address:

Esthec B.V.
Nijverheidsweg 37
3341 LJ Hendrik-Ido-Ambacht
The Netherlands
info@esthec.com

13. This warranty is governed by Dutch law. The Rotterdam District Court, Dordrecht location, is exclusively competent to hear disputes regarding and relating to this warranty.

Esthec B.V.
The Netherlands

Correspondence
P.O. Box 131
NL - 3340 AC

Visitor center
Noordeinde 2
3341 LW Hendrik-Ido-Ambacht

T +31 (0)78 684 54 84
info@esthec.com
www.esthec.com