



# Warranty Terms & Conditions

Dear Customer,

Congratulations on being the proud owner of a SunTree Plywood product! You may rest assured the product you have purchased is of high quality, manufactured under stringent quality standards and specifications using specifically curated raw material and components, as applicable by deploying state of the art manufacturing process.

However to provide you comfort and confidence, in the unlikely event of the product being affected adversely due to manufacturing defects, Suntree Woods Pvt. Ltd. hereby SunTree, undertakes as terms of its warranty - to replace, or repair, the affected damaged portion according to procedures and conditions mentioned herein under. The warranty is specific to the person having purchased the product and is non-transferable.

Upon intimation of a product complaint, SunTree shall depute, for inspection, its authorised representatives to the exact site/location whence the complaint was reported. The end user shall not be entitled to make any repair or rectification to the product pending such inspection.

Representatives of SunTree who are authorised to do so shall make attempts to identify the nature of damage and arrive at the extent of the damage. Warranty shall be applicable on the verification report submitted by the authorised representatives of SunTree certifying that the damage caused is covered under the warranty provided by the company.

'Proof of Purchase' - e.g. Warranty Card mentioning date of purchase, invoice number and name of the seller, Purchase Invoices in the name of the customer - issued by the Company, or its authorised dealers, should necessarily be produced by the customer.

Damage resulting from improper storage, handling, machining, joinery, and other mechanical, chemical or any other treatment is not covered under this warranty.

SunTree range of plywoods are to be used solely along with components of solid wood timber which is treated with fixed type of preservative chemicals only.

Warranty will be void if other varieties of Plywood, Blockboard or similar other panel products are used along with the SunTree range of plywoods.

A sample or samples, from the affected section of the product may also be sought and the same sent for examination so as to confirm identity of the product and for analysing the cause of the defect. This examination may be done at any of the following places:

- (a) SunTree or its authorised associate's own laboratory.
- (b) Any nationally renowned government approved laboratories.

SunTree shall only consider financial claim, or claim for replacements, subject to the test certificate (from authorised testing facilities), confirming the manufacturing defect and subject to the report of visual, chemical and physical examinations that confirm the product to be a genuine SunTree product, with moisture content of Plywood maintained between 5-15% throughout period of customer's ownership. It will be the onus of the customers to ensure the genuineness of SunTree Plywood as per the marking and identification sticker posted on the plywood.

SunTree shall not be responsible for any defects arising due to the improper application/ modification or alteration made by any third party to its products and shall not entertain any direct discussion or communication with the third party regarding warranty administration of its products.

On satisfactory proof being obtained for original SunTree product identity and based on the genuine nature of the complaint (based on physical and / or chemical examination), the Company shall replace equal quantity of the product (if it is prior to installation), or shall compensate the buyer for the cost of the SunTree product used (if it has already been installed).

Notwithstanding what has been stated hereinabove, this warranty shall not be applicable to and shall exclude the following:

- Any damage to the product due to natural calamities and causes in the nature of hailstorm, earthquake, fire, flood, tornado and any other Act of God.
- Any chemical alteration or treatment or damage done to the product.
- Any damage to the product due to water seepage, rot, decay in the product due to the presence of these in the building or structure where the product is used.
- Any damage to the product due to impact with foreign objects.

The customer/end user expressly agrees that all claims, disputes or differences between the parties hereto arising out of relating to the terms herein shall be resolved by arbitration before a Sole Arbitrator which shall be mutually nominated by both the parties. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, shall apply to the arbitration between the parties. The arbitration proceedings, including the Arbitral Award, shall be in English language. The award of the Arbitrator shall be final, conclusive and binding upon the parties. The venue and seat of arbitration shall be at Ernakulam. The courts of Ernakulam shall have exclusive jurisdiction over the matter barring all other courts.

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