

SHINNOKI WARRANTY

Shinnoki is a quality product. Decospan NV's ("Decospan") quality standards are backed by the following warranty terms and conditions.

Warranty Terms and Conditions

- 1. This warranty covers only the original owner (hereinafter referred to as "You" or the "Purchaser") and first installation at the premises of an end-user consumer buyer.
- **2.** A Shinnoki prefinished wood panel is a wood veneered panel manufactured by Decospan (hereinafter referred to as the 'Product').
- **3.** The warranty starts at the date of the delivery of the Product at the installation site. In case the Products are incorrectly stored, between the delivery of the Products at the storage location, at the distributor or retail location, this warranty is void and the party where the Products were wrongly stored, shall be held responsible.
- **4.** We offer a warranty of 5 years. In case of repair or replacement, the original warranty stays in place, no new warranty will apply.
- 5. According to its choice, Decospan will either repair or replace a defective Product. In case replacement is decided, only products from Decospan's current product portfolio, matching as closely as possible the warranted Products, will be available. No other form of compensation or damages will be provided. The warranty does never cover any labour cost associated with removal, break out or replacement of Products.
- **6.** If the repair or replacement occurs within year 1 or 2, 100% of the Product cost will be available to repair or replace the Product.

7. As from year 3, the warranty is degressive, by which the value lowers according the length of the use, along the following <u>descending scales:</u>

Year 3	75%
Year 4	50%
Year 5	25%

- **8.** Decospan may contract with Purchaser to perform any repairs hereunder, or Decospan may at its own discretion, utilize a third party. The Purchaser will be responsible for any portion of the repair or replacement cost. Costs for removing or replacing the Product are not covered hereunder unless Decospan elects to provide repairs. Incidental costs of repair such as, but not limited to, moving furniture or removal and reinstallation of cabinets or the like are not covered hereunder. The period of the original warranty is not extended by any repair or replacement of the Product.
- **9.** This warranty applies worldwide.
- **10.** This document supersedes all previous. Decospan does not offer any warranties except those written in this document.

TO THE EXTENT PERMITTED BY LAW, THERE ARE NO IMPLIED OR OTHER WARRANTIES BEYOND THIS EXPRESSED LIMITED WARRANTY. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. DECOSPAN EXCLUDES ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF DECOSPAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS LIMITED WARRANTY. THE LIMITATIONS AND EXCLUSIONS STATED HEREIN MAY BE LIMITED OR MODIFIED BY ANY APPLICABLE NATIONAL LEGISLATION OR BY YOUR STATE LAW, IN WHICH CASE SUCH NATIONAL LEGISLATION OR STATE LAW SHALL GOVERN.

11. WARRANTY CLAIMS – If the Purchaser has a warranty claim, the Product defect must be notified with a written notice to the Shinnoki distributor within 30 days of detection after the detection or by e-mail or by registered letter (with return receipt) sent to: Decospan nv, Industriezone Grensland, Lageweg 33, 8930 Menen, Belgium – info@decospan.com . Decospan will work with You to promptly effect any warranted repairs or replacement hereunder. For any warranty claim hereunder, your written notice must contain a clear description of the complaint, and be accompanied by a copy of your purchase documentation/invoice, the product reference, the first consumer sale documentation, photographs and if possible a sample.

12. WARRANTY EXCLUSIONS – The following are **not covered** by the Product warranty:

- Visible defects Each processed Shinnoki panel is considered to have passed the quality check of the processor successfully. Panels with visible defects should never be installed. Panels with visible defects which are installed, will not be covered by any warranty. In the case of any defect being detected, You must notify Decospan with a written notice, within 30 days of receipt of the Product, accompanied by a copy of your purchase invoice. In the case of any defect being detected, Decospan will provide a replacement at no cost to you as soon as reasonably possible.
- Damage by misuse, wrong installation, or poor maintenance: The Shinnoki panels must be installed and maintained according to the rules of art and Shinnoki installation and maintenance instructions together with the approved maintenance products. Instruction videos and FAQ & answers can be found on the website www.shinnoki.com and/or at your dealership. Proof may be required that maintenance and installation have been done according to these Shinnoki instructions.
- Normal wear and tear: Each lacquered wooden board used under normal circumstances is subject to normal wear and tear, which is not covered by this Warranty. Not covered by this Warranty either are: scratches from moving heavy objects on the surface, impact damage, humidity damage, consequential damage, damage by misuse or poor maintenance accidents (example: fire or heavy objects hitting the surface). Desks should be equipped with adequate protection material. Shinnoki is not designed for horizontal use in bathrooms, or as a worktop in kitchen application. Damage caused by the applications is also not covered by any Warranty.
- Normal maintenance. The boards can be cleaned with a dry, soft cloth. Also a slightly damped clothed can be used, but you should in any case avoid excessive water. Any liquid or wet spots must be immediately dried, to avoid any humid spots. Boards should not be cleaned by any products covering acetone or ethylbutyl acetate. These products can cause permanent spots. Also wax and oil can cause damage, which will not be covered by the warranty.
- Discoloration, normal color and structure variation: real wood is a natural product, which deepens under the influence of sunlight. The color of the wood may either darken or lighten. This is a natural process. This is not covered by any warranty. There are no two identical trees and therefore each board is unique and has natural color and structure variations. Small marks such as but not limited to knots and mineral streaks are naturally occurring and have no effect on the quality of the wooden panels.
- Difference between production batches: As wood is a natural product, there will be variations.
 Decospan strongly advises the installer to use the same production batch per room in order to obtain the most uniform result. You can find the production number on the backing of each board and we highly recommend not mixing two different batches.

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