S3 SURFACES™
Warranty Certificate

MATERIAL WARRANTY:

This product warranty applies to S3 SURFACES™ surfacing sheets used as skins to make installations for interior applications only and is granted by S3 Surfaces India Private Limited, an Indian company registered (hereinafter called "S3 Surfaces India"), to the initial purchaser (buyer) of the S3 SURFACES™ sheets to be free from defect/compliant with the description part of the Installation Guide applicable from the date of purchase by the purchaser (buyer) provided certain conditions, included but not limited to the conditions of installation, fixation and use and the maintenance and storage requirements, hereafter set out as well as the conditions and requirements mentioned in the Installation Guide are fulfilled and respected. Products are warranted under normal usage for a period of fifteen (15) years from the date of purchase of the products.

1. This product warranty is given only to the initial purchaser (buyer) of the S3 SURFACES™ sheets procured from S3 Surfaces India and applies only to the S3 SURFACES™ sheets used in interior applications under normal usage, and the installation is done as per the guidelines.

2. Under this product warranty, S3 Surfaces India warrants that the S3 SURFACES™ sheets will be free from manufacturing defects for a period of fifteen (15) years from the date of the initial purchase of the sheets.

3. S3 Surfaces India warrants its products to be free from manufacturing defects in material and workmanship for a period of fifteen (15) years from the date of invoice, unless otherwise stated on the order acknowledgement. Should any failure to confirm to this warranty appear within twelve (12) months after the date of invoice, S3 Surfaces India shall, upon notification thereof and substantiation that the products have been stored and applied in accordance with S3 Surfaces India standards, will correct such defects by suitable repair without change at the location of products or at S3 Surfaces India factory, or furnish replacement products for 100% of the products which are proven to be defective for reasons other than circumstances listed below under the terms of warranty. Any such replacement products shall be warranted only for the remaining period applicable to products originally purchased. However, if S3 Surfaces India determines that repair or replacement is not commercially practical, then S3 Surfaces India shall issue a credit in favour of the initial purchaser (buyer) in an amount not to exceed the purchase price of the products.

4. Starting from the 13th month, the contribution of S3 Surfaces India to the replacement of defective products shall be limited to the amount calculated pursuant to the following formula, the remainder of the replacement amount being paid by the purchaser (buyer): % of S3 Surfaces India contribution = 100 – [(M-12) x 0.6]. M=month. For example, at the 85th month, S3 Surfaces India will contribute 56.2%. S3 Surfaces India's obligation to contribute to the replacement of defective products shall cease at the end of the 180th month from the date of the purchase of products.

5. This product warranty does NOT cover:

A. S3 Surfaces India tries to maintain colour, shade, hue & finish consistency of crafted material. However, due to the manufacturing process limitations, variations may occur. The exact matching of Metallic Bonded S3 SURFACES™ with any other natural material is not guaranteed under any circumstances. Minor aesthetic anomalies like bubbles, tool marks, pin/blow holes, hairlines on the surface, and other imperfections can occur randomly with pattern design. These anomalies reflect the cast, artisan nature of the material and are not necessarily considered to be warrantable defects.

B. The cast yellow metals like Bronze, Copper, Brass, etc. will naturally develop a patina & discolour with time & use. During the use and exposure of S3 SURFACES™ sheets to the atmosphere, oxidation & discoloration may occur, which is inherent to these materials and is not covered under warranty.

C. Due to the inherent nature of Cast Aluminium, the surface of products has anomalies like pin or blow holes, undulations, & surface inconsistencies. Hence, these issues are not considered as warrantable defects.

D. Faulty or incorrect fabrication or installation or issues resulting therefrom, such as, but not limited to, joint failure, insufficient structural support and incorrect expansion gaps, improper site preparation or maintenance;

E. Installation and/or operation outside S3 SURFACES™ interior environment specifications, i.e. any outdoor installation and/or use;

F. Physical, chemical or mechanical abuse, i.e. any use of the product that is unreasonable considering the normal, and expected uses of the product in an interior application, and includes, but is not limited to, damage from vandalism, use of improper cleaning solutions, leaving substances, such as bleach or drain cleaner on the product without prompt cleaning, the dropping of heavy objects on the installation made with S3 SURFACES™, or storage, handling, appliance/equipment, use or maintenance of the product not in accordance with the S3 SURFACES™ Data Sheet and S3 Surfaces India's guidelines; and

G. Damage from exposure to excessive heat or damage due to heat transmission (e.g. use of a heat source) onto the product; and

H. Damage arising from structural support or movement;

I. Damage caused in whole or in part by architectural and engineering design;

J. Installations not made in accordance with the installation procedure in force at the time of installation, or improper installation site preparation or maintenance; and

K. Variations in colour and/or pattern on repairs or replacement performed under this warranty. As with most materials, colour variations can occur between production batches. If customer material is not available for replacement work, S3 Surfaces India cannot guarantee an exact colour match with pre-existing material, and such colour-match remedial issues will not be covered under the warranty.

L. Damage caused by an Act of God (such as weather effects or fire);

M. Installations which have been moved from their original place of installation;

N. Installations which were showroom models;

O. Scratches and ordinary wear & tear; and

P. Any use or maintenance of S3 SURFACES™ sheets other than in accordance with the use and care instructions in the Routine Care and Maintenance Policy document of S3 Surfaces India, which is available on the website https://www.s3-surfaces.com/products/

6. To receive coverage under this warranty, a picture of the defect(s) and the serial number(s) or batch number(s), as well as proof of purchase in the form of a purchase invoice, needs to be submitted with the claim. (No proof – no coverage). The purchaser/buyer should give access to S3 Surfaces India to the premises where the products are located, and shall allow to inspect/examine the products.

7. The warranty provided herein is the only warranty made by S3 Surfaces India for S3 SURFACES™ sheets. Neither S3 Surfaces India nor any of its third-party suppliers makes any other warranty of any kind, whether express or implied, with respect to S3 SURFACES™ sheets and products made with S3 SURFACES™ sheets. S3 Surfaces India and its third-party suppliers specifically disclaim implied warranties of merchantability and fitness for a particular purpose except as expressly stated herein. No representative, dealer or any other person is authorised to make or make any warranty, representation or promise on behalf of S3 Surfaces India with respect to S3 SURFACES™ products. All travelling costs shall be borne by the purchaser/buyer and will only be reimbursed by S3 Surfaces India if the claim is accepted. S3 Surfaces India shall not bear freight charges for the delivery of replacement products.

8. Except for the obligations specifically outlined in this warranty, in no event shall S3 Surfaces India be liable for any direct, indirect, special, incidental, or consequential damages, or for any loss of profits, loss of use, loss of production or business interruption whether based on contract, tort, or any other legal theory and whether advised of the possibility of such damages.

9. This product warranty does NOT cover, and S3 Surfaces India will not be responsible for any labour costs, tear-off costs, disposal costs, equipment costs, delivery costs or other costs incurred in removing defective products or installing replacement products, or any other costs consequent upon the defects in the original products.

10. Care and maintenance are the responsibility of the purchaser/buyer. The maintenance required includes, but is not limited to, the requirements set out in the Installation Guide or Care and Maintenance Policy document available on the website.

11. Storage is the responsibility of the purchaser/buyer. The storage of the products includes, but is not limited to, the requirements set out in the Packaging and Shipping Policy, Shipping or Delivery Policy, Storage Policy, Installation Guidelines and Buyer Protection Guaranteed Policy documents available on the website.

12. This product warranty is governed by Indian law. The Indian court from Pune city shall have exclusive jurisdiction over any dispute arising out of or in connection with this warranty, including any question regarding its interpretation or its execution.

13. For more information about this warranty, please contact S3 Surfaces India by writing to:
S3 Surfaces India Private Limited
R-1/6, Shree Laxmivihar,
Hadapsar, Pune-411028 Maharashtra
India.
E-mail: shantaram.pawar@s3-surfaces.com
Contact: +91 95953 05151
https://www.s3-surfaces.com/