

HEKİM YAPI ENDÜSTRİSİ SANAYİ VE TİCARET A.Ş. MERKEZ :

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WARRANTY

HEKIM YAPI ENDUSTRISI SANAYI VE TICARET A.S. (hereinafter called "HEKIM YAPI") warrants the purchaser and the applicator of the **Products** for a period of 10 years from the date of purchase, that the medium density (without pres) fibercement sheets (HEKIMBOARD and TURKSIDING) (hereinafter called "**Product**") will be free from any defect due to factory workmanship or materials and subject to compliance the conditions below, will be resistant to cracking, rotting, fire and damage from insect attacks to the extent set out in relevant **HEKIM YAPI**'s published literature regarding the transportation, storage, installation and painting instructions current at the time of installation.

WARRANTY CONDITIONS

The warranty is subject to the following conditions:

- HEKIM YAPI will not be liable for breach of warranty unless the claimant provides proof of purchase and make a written claim within 30 days after the defect may have become reasonablly apparent. If the defect was apparent prior installation, then the claim must be made prior to installation.
- 2. The sheets must be installed and maintained strictly in accordance with relevant **HEKIM YAPI**'s published literature regarding the transportation, storage, installation and painting instructions current at the time of installation.
- 3. The cliamant's sole remedy for breach of warranty is that **HEKIM YAPI** will either supply replacement **Product**, rectify the defected **Product**, or pay for the cost of the replacement or rectification of the defected **Product** (at **HEKIM YAPI**'s option).
- 4. HEKIM YAPI will not be liable for any losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing, HEKIM YAPI will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, efflorescence or performance of paint/coatings applied to the Product, normal wear and tear, growth of mould, mildew, fungi, bacteria, or any organism on any Product surface or Product (whether on the exposed or unexposed surfaces).
- 5. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law.
- 6. This warranty is not transferable.
- 7. The warranty of **HEKIM YAPI** is limited solely with the **Product** itself and excludes all accessories used for the installation as well as installation workmanship and caulking and painting materials.

