

WARRANTY PROVISIONS

A. Scope of application

1. The present Warranty Provisions exhaustively establish Diresco's legal and conventional warranty obligations with respect to the sale of its Products. They apply to all sales agreements entered into by Diresco with the Buyer, to the exclusion of all other conventional contractual provisions exchanged in the course of the business relationship between Diresco and the Buyer and related to the same object.

B. Definitions

2. The capitalised terms mentioned in these Warranty Provisions are to be interpreted as follows:

2.1. Warranty Provisions	The present warranty provisions, including their attachments, which form an integral part thereof.
2.2. Diresco	Diresco NV (CBE n° 0422.798.650), or a company associated with Diresco NV in the meaning of Article 11 of the Belgian Companies Act (as periodically amended).
2.3. Product	A Product offered for sale by Diresco.
2.4. Buyer	The company-buyer that purchases a product from Diresco.
2.5. Parties	Diresco and the Buyer.
2.6. Warranty	The conventional warranty that Diresco offers with respect to the Products, consisting of a Warranty for Visible Defects and a Warranty for Non-visible Defects, as further defined in the present Warranty Provisions. This conventional warranty extends and replaces the legal warranty.
2.7. Visible defects	<p>All visible defects in the Products that exist at the time of their delivery by Diresco to the Buyer.</p> <p>In any case, Visible Defects include:</p> <ul style="list-style-type: none"> (i) All visible defects and non-conformities with regard to the characteristics and properties as described on page 1 of the document LI 7.5.1.4.13, in so far as they are being observed and established by the Buyer via the Inspection Method and exceed the tolerances described on page 2 of the document LI 7.5.1.4.13; (ii) All visible defects and non-conformities with regard to the characteristics and properties of the Products mentioned and described in documents LI 7.5.1.4.6, NBN EN 15285, DIN EN 15388 and DIN EN 15285. <p>In any case, Visible Defects shall not include visible non-conformities between Products and samples or photos of such Products.</p>

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2.8. Non-visible defects	<p>All non-visible defects in the Products that exist at the time of their delivery by Diresco to the Buyer.</p> <p>In any case, Non-visible Defects include all non-visible defects and non-conformities with regard to the characteristics and properties mentioned as described in the documents LI 7.5.1.4.6, NBN EN 15285, DIN EN 15388 and DIN EN 15285.</p> <p>In any case, Non-visible Defects shall not include: wear-and-tear, traces and patina.</p>
2.9. Defective Products	Products that are flawed by one or several Visible and/or Non-visible Defects.
2.10. Defect	A Visible and/or Non-visible Defect in a Product.
2.11. Visible Defects Warranty Term	A period of six (6) months, calculated as from the date of sale of the Product by Diresco to the Buyer. This pertains to a notification period.
2.12. Non-visible Defects Warranty Term	A term of ten (10) years, calculated as from the date of sale of the Product by Diresco to the Buyer. This pertains to a notification period.
2.13. Processing	Cutting, working, installing, incorporating, or whatever other use made of the Product by the Buyer or a subsequent party possessing or owning it.
2.14. Notification procedure	A written notification by the Buyer to Diresco concerning one or several Defects, sent via e-mail to the e-mail address service@diresco.be , by using the truthfully and wholly completed complaint form FO 8.3.3.
2.15. Repair and Replacement Damages	All costs that are directly or indirectly related to the repair or the replacement of the Defective Products, including such costs as are associated with the dismantling and removal of the Defective Products, the repair work or new production of standard or customised items, the laying of new tiles, and installation of new plumbing and/or electricity and of built-in appliances.
2.16. Consequential Damage	All costs that are directly or indirectly resulting from, or caused by, Defective Products to property or persons, except for Repair and Replacement Damages, and excluding the costs that are already part of the Warranty under the present Warranty Provisions,.
2.17. Maintenance instructions	The maintenance instructions for the Products as mentioned in document IN 7.5.1.4.9.

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2.18. Inspection method	The Product shall be visually inspected with the naked eye and without any ancillary aids by using diffuse light sources with natural daylight or artificial light via direct illumination at a distance of two (2) metres from the inspected area, without a floodlight and with a brightness of -2000 Lumen.
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C. Warranty for Visible Defects

3. In correspondence with the present Warranty Provisions, and subject to forfeiture of the Warranty, Diresco grants the Buyer a Warranty for Visible Defects for the duration of the Visible Defects Warranty Term.

4. The Warranty for Visible Defects consists of the take-back and replacement of the Defective Product by or on behalf of Diresco.

Under the Warranty for Visible Defects, Diresco shall assume the total cost price of the Product that replaces the Defective Product, as well as the delivery costs associated with such Product and the Defective Product from and to the location of the original delivery of the Defective Product. The Buyer shall assume any and all other costs incurred by Diresco related to the Warranty for Visible Defects, provided that Diresco has notified the Buyer in advance of such costs.

5. In the event that the Defective Product can no longer be offered by Diresco, the latter shall be entitled to deliver a comparable Product from its product range, such to serve in replacement of the Defective Product. This Product will resemble the Defective Product as closely as possible (type, characteristics, price level).

6. The Warranty for Visible Defects shall be suspended until the notification of the Visible Defect is made by the Buyer and via the proper Notification Procedure, unless the Visible Defects Warranty Term should have expired in the meantime, in which case the Warranty for Visible Defects is forfeited.

7. The Warranty for Visible Defects shall be forfeited:

- (i) As from the moment of the Processing of the Defective Product by the Buyer or a third party;
- (ii) As from the moment the Visible Defects Warranty Term lapses;
- (iii) In the event that the Visible Defect is caused by a force majeure situation or an external occurrence, including the incorrect or careless handling of the Product by a third party or the Buyer;
- (iv) In the event that the Defective Product has been used by the Buyer or a third party contrary to the Maintenance Instructions and/or in a manner contrary to what might be expected from a prudent farsighted individual under identical circumstances;
- (v) In the event that the Defective Product has been lost or destroyed prior to its take-back by or on behalf of Diresco and beyond the latter's control;

D. Warranty for Non-visible Defects

8. In correspondence with the present Warranty Provisions, and subject to the forfeiture of the Warranty, Diresco offers the Buyer a Warranty for Non-visible Defects for the duration of the Non-visible Defects Warranty Term.

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9. The Warranty for Non-visible Defects consists of one of the following remedies, stated in order of priority:

- 1) the delivery by or on behalf of Diresco of a Product that is necessary to repair the Defective Product;
- 2) the delivery by or on behalf of Diresco of a Product that is necessary to replace the Defective Product;
- 3) a partial refunding of the purchase price of the Defective Product in an amount equal to the loss of value resulting from the Defect;
- 4) a termination of the purchase agreement with respect to the Defective Product and a refunding of the corresponding purchase price, decreased by a reasonable compensation for the use made of the Defective Product by its possessor as from the date of the latter's acceptance of its delivery;

The Parties are agreed that said remedies between them will apply in order of priority, unless one of the Parties should demonstrate that the applied correction would constitute as an abuse of the right by the other Party, in which case the subsequent remedy in order of priority shall apply.

10. Under the Warranty for Non-visible Defects, Diresco shall assume the total cost price of the Product that is used for the repair or the replacement of the Defective Product, as well as the delivery costs associated with such Product and the Defective Product from and to the location of the original delivery of the Defective Product. The Buyer shall assume any and all other costs incurred by Diresco related to the Warranty for Non-visible Defects, provided that Diresco has notified the Buyer in advance of such costs.

11. In the event that the Defective Product can no longer be offered by Diresco, the latter shall be entitled to deliver a comparable Product from its product range, with a view to repairing or replacing the Defective Product. This comparable Product shall resemble the Defective Product as closely as possible.

12. The Warranty for Non-visible Defects shall be suspended until the notification of the Non-visible Defect is made by the Buyer and via the proper Notification Procedure, unless the Non-visible Defects Warranty Term should in the meantime have expired, in which event the Warranty for Non-visible Defects is forfeited.

13. The Warranty for Non-visible Defects shall be forfeited:

- (vi) As from the moment when the Non-visible Defects Warranty Term expires;
- (vii) In the event that the Non-visible Defect is caused by a force majeure situation or an external occurrence, including the incorrect or careless use of the Product by a third party or the Buyer, such as a processing or installation contrary to the practices common within the profession or to the relevant and applicable technical norms and standards;
- (viii) In the event that the Defective Product has been used by the Buyer or a third party contrary to the Maintenance Instructions and/or in a manner contrary to the use that might be expected from a prudent farsighted individual under identical circumstances;

E. Exclusions

14. The Warranty shall never pertain to any eventual Repair, Replacement, or Consequential Damages.

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15. The Buyer cannot hold Diresco liable for Repair, Replacement, or Consequential Damages.
16. The Buyer shall hold Diresco harmless from and against all claims from third parties versus the latter related to Repair, Replacement, or Consequential Damages.

F. Concluding provisions

17. The invalidity and/or unenforceability of one or several clauses in these Warranty Provisions shall not compromise the validity and enforceability of the remaining clauses therein.
18. In the event that one or several clauses in these Warranty Provisions should be declared invalid or unenforceable, the Parties shall grant the competent jurisdiction the authority to moderate these invalid and/or unenforceable provision(s) in a manner that validly and enforceable will approximate and resemble as closely as possible the scope of the original clause(s).
19. The present Warranty Provisions shall be governed exclusively by Belgian law, to the exclusion of the Vienna Trade Treaty, even should the relationship between the Parties either wholly or partially be governed by the laws of another state.
20. The Belgian courts shall be internationally competent to take cognisance of any possible disputes arising from the present Warranty Provisions, even should a court of a state be internationally competent to hear and entertain disputes related to other agreements concluded during the relationship between the Parties. Within Belgium, the Courts of Antwerp, Department Tongeren, are competent to rule over any dispute related to the present Warranty Provisions.

G. Attachments

- 1) Document LI 7.5.1.4.13
- 2) Document LI 7.5.1.4.6
- 3) Document NBN EN 15285
- 4) Document DIN EN 15388
- 5) Document DIN EN 15285
- 6) Maintenance instructions
- 7) Complaint form FO 8.3.3