

WARRANTY TERMS AND CONDITIONS FOR PLYWOOD AND BLOCK BOARD

1. This warranty is personal to the owner of Helloweenply Industries limited plywood/ blockboard, and is non-transferable.
2. The plywood/ blockboard must be purchased from the authorized dealers of Helloweenply Industries limited only.
3. The purchase of Helloweenply Industries limited plywood/ blockboard must be registered with the company within 1 month from the date of purchase.
4. This warranty is applicable only if the complaint and/ or request for replacement is made within a period of 30 days from the date of purchase only in case of a manufacturing defect, and only before putting the material into further use.
5. Helloweenply Industries limited provides Warranty from the date of manufacture against borer, fungus and termite attack on plywood/ blockboard and blockboard. Company shall replace the consumer of the defective plywood/ blockboard subject to the exclusions mentioned in Clause 13.
6. Any claim regarding additional cost incurred on the material during the process of conversion into the various articles or any other complimentary materials like paints, lacquer, polish, hardware, laminates, veneer, fittings, varnish or any other goods used in any way with Helloweenply Industries limited Plywood/ blockboard or any such loss described, will not be covered under this warranty.
7. Upon receipt of any complaint, Helloweenply Industries limited shall depute their authorized representative for physical inspection of the allegedly damaged portion of the plywood/ blockboard at the place where it has been used.
8. The end user shall not be entitled to make any repair or modification to the plywood/ blockboard for this warranty to be applicable.
9. At the time of inspection, the purchaser/owner will have to produce the proof of purchase (cash memo, invoice or similar document), issued either by the authorized dealer of Helloweenply Industries limited or by the company itself, along with the duly filled-in Warranty Certificate provided by the company. The significant mark and/ or roller impression as relevant to Helloweenply Industries limited shall be verified by the authorized representatives of Helloweenply Industries limited
No claims will be entertained unless they are accompanied by the purchase invoice or receipt from the authorized dealers of Helloweenply Industries limited
10. The authorized representatives of Helloweenply Industries limited will identify the nature of damage and compute the extent of the same. The claim on warranty shall be subject to verification by the authorized representatives of Helloweenply Industries limited to verify that the damage caused is covered under the warranty provided by the company.

11. Helloweenply Industries limited reserves the right to collect samples from the damaged portion of the plywood/ blockboard and thereafter send it for physical/chemical examination to Helloweenply Industries limited own laboratory.
12. Helloweenply Industries limited shall only admit the claim for replacement if and only if the facilities as listed in clause 9 confirm the manufacturing defect, based on the visual, chemical and/or physical examination authenticating that the plywood/ blockboard is a genuine product of Helloweenply Industries limited
13. Helloweenply Industries limited will solely decide whether the damage is covered under the warranty provided by the company after proper verification as mentioned in clause 7. If the company is satisfied by the genuineness of the plywood/ blockboard, the warranty shall be applicable as per the terms mentioned in clause No.4.
14. Notwithstanding stated hereinabove, this warranty shall not be applicable to and shall exclude the following conditions:
 - a. Any damage to the plywood/ blockboard due to natural calamities such as hailstorm, earthquake, fire, flood, tornado and any other Act of God;
 - b. Condition which causes the plywood/ blockboard to be exposed to flowing or standing water or accumulated moisture, due to improper installation or any other reason;
 - c. Damage resulting to improper storage, handling, machining, joinery and other mechanical, chemical or any other treatment are not covered under this warranty. Helloweenply Industries limited plywood/ blockboard should not be used with other varieties of plywood/ blockboard, similar panel products or untreated timber for furnishing;
 - d. Any damage to the plywood/ blockboard due to water seepage, rot, or decay due to the presence of these in the building where the plywood/ blockboard is used;
 - e. Any damage to the plywood/ blockboard due to impact of foreign objects;
 - f. Any incidental, consequential or accidental damage caused to the plywood/ blockboard arising from the use of the plywood/ blockboard, or due to negligence and mishandling of the plywood/ blockboard, or the use of the plywood/ blockboard under the influence of alcohol or any other prescription drug that has not been prescribed by a medical practitioner, by the end user or his agents;
 - g. Any use of the plywood/ blockboard other than for the specific purposes for which it has been sold to the end user;
 - h. The warranty does not cover the natural wear/tear or abnormal use the material, i.e. close proximity to water or moisture condition or any other similar contingencies, lack of maintenance or severely pest infected environment and inferior/bad workmanship. Helloweenply Industries limited is not responsible for any consequential damages to the plywood/ blockboard.
 - i. This warranty will not be applicable due to any reason which is beyond the control of Helloweenply Industries limited

- j. This warranty shall not be applicable in any case of commercial or economic loss including any direct, incidental or consequential loss relating thereto.
 - k. This warranty is not applicable if there is any breach of warranty conditions by the consumer or the purchaser, or if any other person including the product seller has failed to exercise reasonable care in assembling, inspecting or maintaining such product including the warranty or instructions of Helloweenply Industries limited .
15. Helloweenply Industries limited shall only entertain the claim for replacement of the material actually damaged and no further monetary claim on the damaged plywood/ blockboard or portion can be claimed from Helloweenply Industries limited
- a. To pay for any costs of removal of the defective or damaged plywood/ blockboard;
 - b. To pay for any costs for re- installation of the new plywood/ blockboard;
 - c. To pay any labor costs
 - d. To pay for any costs and / or replacement of the frame or structure or any hardware supporting the plywood/ blockboard;
16. The customer/ end-user expressly agrees that all claims, disputes or differences between the parties here to arising out of or relating to the terms herein shall be resolved by arbitration before a sole arbitrator to be nominated by Helloweenply Industries limited The customer/ end-user must accept the said conditions without any reservations. The provisions of the arbitration and Conciliation Act, 1996 as amended from time to time, shall apply to the arbitration between the parties. The award of the arbitrator shall be final and conclusive and binding upon the parties. The arbitration proceedings shall be conducted in English language and any award shall be rendered in English. The venue of arbitration shall be Kolkata. The courts of Kolkata shall have exclusive jurisdiction over the matter barring all other courts.

