



Baresque: Environmentally Sustainable Design

## **BESD DURAT PRODUCT ONLY 5 YEAR LIMITED WARRANTY FOR AUSTRALIA**

This warranty applies to all Durat® product supplied by Baresque Australia Pty Ltd. on or after 1<sup>st</sup> October, 2008.

Baresque Australia Pty Ltd (Baresque) warrants to the owner of the original installation of Durat® solid surface that Durat® products shall be free from materials defects arising from the manufacture of Durat® sheet or shape products for a period of five (5) years from the date of purchase of your Durat® solid surface.

**This is a product only warranty, not a fabrication and/or installation warranty. Baresque makes no express or implied warranty, including, without limitation, the warranties of merchantability, fitness for a particular purpose (even if that purpose is know to Baresque), or from any course of dealing or trade usage regarding Durat® products.**

Baresque shall assume no risk or liability for results obtained by the use of products covered by this warranty, whether used singly or in combination with other materials. The warranty does not cover products made by other suppliers or manufacturers, and nor does it cover color, should you decide, during or after installation, that you do not like the color you or your designer selected. Furthermore, this warranty does not cover any damage to Durat® caused by improperly installed, used or maintained appliances which are either built into Durat® or placed or stored on Durat®.

The sole obligation and liability of Baresque under this warranty shall be to provide replacement product during the warranty period where Baresque or its service agent, determines that products contain materials defects arising from the manufacture of Durat® sheet or shape products. It may be determined, solely at the discretion of Baresque or its service agent, that a repair will be performed instead of replacement product. It is understood that Baresque has no obligation whatsoever to perform such repair, but may, at its option, elect to do so. In such event Baresque or its service agent will perform the necessary repair, including cost of labor in the actual performance of the repair of product. Any other costs associated with or arising out of the repair will be the responsibility of the owner. Except for the foregoing replacement or repair obligations, Baresque shall have no

liability for any other loss, damage or expense, arising out of or in connection with Durat® or its installation. In no event shall Baresque be liable for special, indirect, incidental, punitive, consequential or any similar or other damages (including without limitation, damages for loss of business profits, business interruption or any other loss), whether or not caused by or resulting from the negligence of Baresque even if Baresque has been advised of the possibility of such damages.

In order for Baresque to respond under this warranty, the owner must give Baresque prompt notice of any alleged defects that appear or should have been discovered after the exercise of reasonable diligence. To qualify for repair or replacement, the owner must provide the original sales receipt or other documentation acceptable to Baresque to demonstrate proof of purchase within the warranty period. The owner must reasonably cooperate with Baresque or its service agents in their efforts to perform their obligations under this warranty. All decisions regarding the existence of manufacturing defects or decisions affecting this warranty shall be made by Baresque and shall be final and binding upon the parties.

This warranty does not cover damage caused by mishandling, misuse, damage from excessive heat or exposure to weather conditions, physical or chemical abuse, acts of nature, or as further set out below:

**“Physical, chemical or other abuse”** - includes any use of the product that is unreasonable considering the normal and expected uses of such products, and includes, but is not limited to, damage from 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 surfaces or in sinks, excessive weight on the surface, or product which has not been maintained in accordance with the Baresque Care and Use Guide, which is available on [www.besd.com.au/durat](http://www.besd.com.au/durat).

**“Excessive heat”** - means exposure to heat of such a degree that white marks, white rings or cracks appear on the product. Cracking around a cooktop, hot tray, heat lamp or buffet top may appear by permitting cookware that is on or partially on heating elements to overhang the countertop or other heat source to cause excessive heat on the countertop or from using high temperatures for excessively lengthy periods of time. Common sense should be exercised by using trivets when putting hot objects directly from a heat source onto the product or when exposing the product to heat.

**“Acts of nature”** - include, but are not limited to, exposure to the outdoors, weather effects and fire.

In addition, Baresque shall not be responsible for any damage or injury caused in whole or in part by climate, job site condition, architectural and engineering design, structural movement, acts of vandalism, accident, war, or defective or improper workmanship by the fabricator or installer or any laborer, or any other

damage or injury not solely and directly caused by defects in products covered by the warranty.

Furthermore, laws and building and safety codes governing the design, engineering and construction of installations vary widely. Baresque clearly sets out and identifies the performance parameters of Durat® in its literature available on the website. Accordingly, Baresque assumes no responsibility or obligation with respect to the selection of product for the installation or the design, engineering and construction of the installation.

This warranty is issued to the original owner of the structure into which product was installed and expires upon transfer of ownership of the structure to a third party or removal of the Durat® installation to another location.

This is the only commercial product warranty made by Baresque for Durat® solid surface. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise on behalf of Baresque with respect to such products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Baresque unless made in writing and signed by and authorized employee of Baresque.

For more information about this warranty, please contact Baresque Durat® directly by calling 02 9966 8470.