

ALUMINIUM COMPOSITE PANEL WARRANTY

To:

From: Aludecor Lamination Pvt. Ltd.

Project Name

And Location:

Reference Number :

Date of Despatch:

Commencement date of Warranty:

1. 'ALPL' hereby warrants to Customer that the Aluminium Composite Panel (hereinafter referred to as ("ACP")) purchased by Customer from ALPL is free from defects which would cause the said material to delaminate to the extent that unevenness of the surface of said material is visually recognizable by a normal person and to fading of colour to the extent of change in colour to the extent visually recognizable, for ten (10) years from the date of Commencement: provided, however, that this warranty shall not apply any ACP which has passed ten (10) years from the date of despatch from ALPL. The warranty is applicable for the following material supplied:-

S. No.	AL	AD	Lot No.	Sheet Size				Total Sheets
				8 X 4	10 X 4	12 X 4	20 x 4	
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Total				-	-	-	-	-

2. ***This Warranty is subject to the following conditions :***

A. *This warranty will not be applicable to defects of any other sorts or distortion occurring after despatch caused by any reasons including, without limitation, corrosive or aggressive atmospheres, depreciation, wear and tear, defective subsidiary materials furnished or workmanship performed by others, including installation workmanship, defects in the building structure, or other forces, conditions or circumstances unrelated to the quality of ACP at the relevant date of despatch, or failure or building owners or occupants to do normal maintenance.*

B. All the cut edge of ACP will not be exposed to outdoor atmosphere;

C. This warranty will not extend to or cover damage to ACP caused by handling, processing, and/or installation, or damage to ACP caused by scratching or abrading after installation; and

D. This warranty will not be applicable to any damage or failure that is caused by act of God, falling objects, external forces, explosions, fire, riots, civil commotion, war, radiation, or other similar or dissimilar occurrences beyond ALPL's control.

3. ALPL agrees to repair or replace, at ALPL's sole option, ACP of such defects as shall have been proven by Customer to the satisfaction of ALPL not to be in compliance with this warranty.

The above obligation of ALPL is expressly conditioned upon ;

A. receipt by ALPL of notification in writing from Customer of any claimed non-compliance with this warranty within thirty (30) days after such non-compliance first comes to the attention of Customer and within ten (10) years after the Date of Commencement;

B. full compliance by Customer with instructions given by ALPL whether in written or oral form, and normal practices by Customer of the design, construction and real property industries and of the industry to which Customer belongs with respect to handling, delivering, storing, processing, treating, installing and maintaining ACP (" Instruction and Practice") ; and

C. provision by Customer to its employees, contractors and customers with relevant parts of the Instruction and Practice.

Customer's failure to satisfy any of the above three conditions shall be construed as the waiver by Customer of any rights it may have to enforce this warranty.

ALPL's exclusive liability under this warranty, or otherwise, will be limited to, at ALPL's sole option, repairing or replacing the defective ACP. The warranty on any repaired or replaced ACP supplied hereunder shall be for the remainder of the warranty period applicable to the originally installed ACP.

4. All notices given under or pursuant to this warranty shall be in writing in English and sent by registered or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

*If to 'ALPL' : Aludecor Lamination Pvt. Ltd.
1, R.N.Mukherjee Road, 5th Floor
Suite # 52, Kolkata - 700 001, India
Attn. : Mr. Sajjan Jaju*

If to 'Customer' :

5. This warranty and remedy is exclusive and there are no other warranties, written or oral, express or implied and including any of merchantability or fitness for a particular purpose. In no event shall ALPL be liable for any incidental or consequential losses or damages (including, but not limited to economic loss or loss of profits) suffered or incurred by Customer as a result of or in connection with any breach of this warranty by 'ALPL'.

6. This warranty is extended solely to Customer. Customer shall not disclose ALPL's warranty to any third party. This warranty is nontransferable and nonassignable and Customer shall not permit its officers, employees or duly appointed agents to claim, represent or imply that this warranty extends to or is available to anyone other than Customer.

7. Any dispute relating to this warranty is subject to the Jurisdiction of Kolkata.

Having clearly understood terms and conditions settled hereinabove the parties do hereby affix their signature on the day mentioned above.

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Signature on behalf of the company 'ALPL'
by the competent representative with full address
Aludecor Lamination Pvt. Ltd.
1, R.N.Mukherjee Road, 5th Floor
Suite # 52, Kolkata - 700 001, India

.....
Signature of the 'Customer'
with full address and stamp.

Place : Delhi

Date :