



# WARRANTY STATEMENT

## Holonite B.V.

(sheet 1)

### The undersigned:

Holonite B.V.  
Registered office at: Ambachtsweg 9, in (4691 SB) Tholen  
Hereinafter referred to as **the Guarantor**, in this matter legally represented by  
Mr P.R. Konings or his legal successor

### A.The Guarantor declares to have taken note of the specifications for:

The project  
Hereinafter referred to as: **Project**.

Commissioned by:

Registered office  
Hereinafter referred to as: **The Client**.

### A.The Guarantor declares to have to have delivered the following for the aforementioned project to the Client within the scope of this guarantee:

Hereinafter referred to as: **Products**.

With Holonite order numbers:

1.That Guarantor undertakes to repair or replace the products if defects are attributable to the above Holonite products, such at the discretion of the Guarantor, under the conditions described on sheet 2.

2.That the warranty declaration shall apply from the date of delivery of the above-mentioned composite stone Holonite products for a period of 10 years, being as follows:

*During the entire warranty period: 100% of the costs related to the repairs and/or replacement under the conditions described on sheet 2.*

**This warranty statement is only valid when both copies have been signed (for approval) by the Client and returned.**

For Holonite B.V.

For approval Client

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P.E.L. Zevenbergen  
Sales Manager

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(Name and signature management  
and/or authorised official)

# WARRANTY STATEMENT

## Holonite B.V.

(sheet 2)

### The Guarantor declares:

1. To have read the specifications of the project, hereinafter referred to as: **'Project'**, as defined in Section A on page 1 of this warranty.
2. To have delivered products (**'Products'**) as described in Section B on page 1 of this warranty statement to the **'Client'** for aforementioned Project as described in Section A on page 1 under this warranty.
3. Within the scope of the standards applicable to the Products (including NEN standards) and under the terms of this warranty statement, backed by the force of the relevant applicable terms and conditions of the Guarantor and finally provided the correct and full compliance by the Client with the obligations under the delivery agreement with respect to the Products, the Guarantor undertakes to restore all occurring defects to the Products at its own account, either by replacement or by repair (at the discretion of Guarantor) unless the Guarantor demonstrates that such defects are not its responsibility, which warranty is granted under the following conditions accepted by the Client:
  - this warranty statement is valid from the date of delivery of the Products as stated on the corresponding invoice and/or bill of lading for a period of ten years;
  - the scope of the warranty shall for the entire duration be complete compensation of the costs related to the repair and/or replacement;
  - the warranty covers only the costs incurred by the Guarantor for repair or replacement of the defective Product;
  - any liability of the Guarantor other than costs or for any other damages whatsoever is expressly excluded;
  - the warranty period of products repaired and/or replaced under this warranty is not renewed and/or extended due to the replacement and/or repair;
  - the warranty will expire if repair or replacement work is carried out by anyone other than Guarantor without the Guarantor having expressly agreed in advance.
4. This warranty is based on and limited to the state and knowledge of technology at the moment of manufacturing. The warranty shall only apply under the condition of proper and regular inspection and maintenance by and for the account of the client. Info sheets and maintenance instructions of Holonite B.V. must be observed by the client.
5. This warranty shall not include defects and/or costs: that are the result from and/or arise

- from incorrect and/or improper use and/or use not in accordance with the function of the Product;
- of which the existence could or should have been known the client at the moment of delivery or which have not been communicated to the Guarantor in writing within 14 days after delivery;
- that are result of neglect and/or lack of and/or incorrect maintenance to the Products and/or items in which the Products have been processed;
- that are the result of normal wear and tear of the Products and/or to the items in which the Products have been processed, such as but not limited to discolouration and/or weathering of the Products due to weather conditions and environmental circumstances;
- that are the result of actions contrary to the processing or assembly requirements of the Guarantor;
- that are the result of changes made to the Product without the express and prior written permission of the Guarantor, including repairs and/or adjustments, whether or not in a technical sense;
- that are the result of force majeure;
- that are the demonstrable result from causes attributable to the client and/or third parties, as determined by the informed judgement of an expert appointed by the Guarantor, for example due to errors and/or omissions in the constructions in which the Products are applied;
- that relate to minor colour and/or size deviations within tolerances to be determined in consultations with the client.

6. This warranty is transferable to right holders for the entire duration of the warranty of the client. All disputes related to this warranty or resulting agreements between the Client and the Guarantor shall only be heard by the body indicated in the General Terms and Conditions of Holonite B.V.

The General Terms and Conditions of Holonite B.V. apply to this warranty statement.

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For Holonite B.V.

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P.E.L. Zevenbergen

For approval Client

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(Name and signature management  
and/or authorised official)