

LIMITED WARRANTY

Dynamic Terrazzo Environments (“DTE” or “Manufacturer”) offers this non-transferable Limited Warranty on DTE products to the original purchaser only (“**Customer**”). DTE warrants its products to be free of-defect in material and workmanship during manufacturing based on industry standards for a period of two (2) years from date of purchase. DTE products are considered defective under the Limited Warranty if the products contain a physical or visual defect that falls outside of industry standards. The Limited Warranty is limited to replacement of the product or, if replacement or repair is impractical, credit or refund of the price paid for the product only.

Exclusions

The following exclusions apply to this Limited Warranty:

- The Limited Warranty is limited to Customer and is non-transferable.
- Upon installation or alteration by fabrication of DTE products, the Limited Warranty excludes any defect that was visible prior to installation or fabrication. DTE products are rigorously inspected before shipment; however, Customer is responsible for thorough and timely inspection of the products before installation or fabrication. Installation or altering fabrication of DTE products functions as acceptance by Customer and voids this Limited Warranty as to any defect that was visible or otherwise apparent to a reasonable person inspecting the product.
- The Limited Warranty applies only to DTE products that have been installed and maintained according to care and maintenance guidelines for DTE products.
- The Limited Warranty excludes damage caused by product mishandling, improper care and maintenance, impact damage, heat damage, physical and chemical abuse, exposure to ultraviolet light or damage resulting from exposing DTE products to extreme weather conditions.
- The Limited Warranty excludes chemical damage caused by using improper chemical products during installation, maintenance, and daily usage of DTE products. Please refer to DTE’s Care and Maintenance Guide for more information.
- The Limited Warranty excludes scratches, dents, normal discoloration or fading to DTE products. DTE product surfaces are resistant to scratches but are not scratch proof. Proper care must be exercised during fabrication, installation, and daily usage as part of the Customer’s care and maintenance routine.
- **The Limited Warranty does not cover variations in shading or color due to the nature of Epoxy and Cement products.**
- The Limited Warranty excludes variations in color, shading, size, shape, and distribution of the pattern of the aggregate mixture. Such variations are inherent characteristics of DTE products and may occur over time due to sunlight exposure or other environmental factors. Color samples provided to Customer, fabricators, or

other DTE partners are only representative and not an exact reproduction of what will be supplied. Each DTE product, while containing the same color formulation, will be unique in its overall color pattern.

- The Limited Warranty excludes creative use of the products such as thermal bending or curving.
- The Limited Warranty excludes product failures due to inadequate support for the installation.
- The Limited Warranty excludes any costs beyond replacement, credit, or refund of the price paid for DTE products. Such excluded costs may include but are not limited to additional construction costs (labor and materials) necessary to modify, remove, and or replace in the process of rectifying a DTE product defect covered under this Limited Warranty. The Limited Warranty excludes shipping, transportation, freight, demolition in any form, disposal and re-installation, fabrication, or associated cost beyond the cost of DTE products.
- The Limited Warranty excludes any damages caused by Customer, third parties, or acts beyond the control of DTE, whether due to intentional conduct, negligence, or an act of God. Manufacturer is not responsible for damage caused in whole or part by acts of God, job site conditions, architectural/engineering design, structural movement, acts of vandalism, or accidents.
- The Limited Warranty excludes damages to DTE products incurred during transport or delivery to Customer or to the job and/or installation site.
- The Limited Warranty excludes any DTE products that have not been paid for in full.

Claims

Submission of a Claim

The claim must be submitted by Customer. If the product was purchased directly from Manufacturer, Customer submits their claim directly to Manufacturer. If the product was purchased from an authorized distributor, Customer submits their claim to the authorized distributor who will then transmit the claim to Manufacturer. Authorized distributors are responsible for completing the Claim Protocol.

How to Submit a Claim

Customer must submit a claim by Claim Protocol.

The Claim Protocol must be fully detailed in writing as follows:

- Product Name
- Invoice number and date of shipment
- Exact denomination of defected/missing products
- Exact description of the defect including digital pictures
- Number of defected/missing products
- Suggestion of how to settle the claim
- Photos of any visible defects

Whenever possible, Customer must present a sample of claimed product or at least a digital photo in high quality. Otherwise, Customer must allow Manufacturer or authorized distributor to inspect the claimed product on site of its installation/storing, etc. If any of the above requirements are missing, Manufacturer may insist on their completion and the written record (Claim Protocol) may be returned to Customer for completion.

Obligatory Dates for a Claim

Customer is required to claim a product defect upon detection through the Claim Protocol within the following time periods:

- Within 3 days after receiving the products for quantity defects
- Within 7 days after receiving the products for apparent physical or visible quality defects
- Within 7 days from the detection of any product quality defects but, in any case, before further working on the product or its installation

Failure to abide by these deadlines may result in automatic denial of the Claim.

Settlement of a Claim

The Claim will be settled without promptly and Customer will be informed about the result of the Claim Protocol within 30 days from the acceptance of a Claim meeting all Claim Protocol requirements.

If Manufacturer accepts the Claim, Manufacturer will remedy the claim as follows:

- Manufacturer will replace defective/missing products of the same color and specifications of the original products at the exact quantity of the defective/missing products.
- If for some reason the Manufacturer is not able to replace the products in their entirety, Manufacturer will provide a credit or refund of the price Customer paid for the products only.