



# WARRANTY GUIDE

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LIMITED 25-YEAR WARRANTY

FOR ECHON BUILDING PRODUCTS

STATEMENT OF WARRANTY



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## 1. EFFECTIVE DATE AND ELIGIBILITY

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- 1.1. This Statement of Warranty (“**Warranty**”) is effective for all Product(s) (defined hereinafter) purchased. No other or more extensive rights than those described herein can be derived from this limited Warranty.
- 1.2. This Warranty is extended solely to the Original Purchaser of the Products, and specifically excludes any successors, administrators, assignees, and heirs (“**Purchaser**”). The term “**Original Purchaser**” refers to the first entity or individual who directly purchases the Products from Kumar Arch Tech Limited (“**Company**”). The price as per the invoice at which the first entity or individual purchases from the Company is referred to as “**Original Purchase Price.**”

## 2. PRODUCTS

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- 2.1. For the purposes of this Warranty, “**Product(s)**” shall refer to all Polyvinyl Chloride (PVC) based building and signage materials manufactured and supplied by the Company under the Echon brand. This includes, but is not limited to, boards, trimboards, mouldings, wall & ceiling panels, and related components specifically designed for installation in exterior and interior applications. This definition expressly excludes any products that are:
  - a. Not manufactured by the Company or any affiliated companies; and
  - b. Non-PVC-based products or accessories manufactured by the Company.

## 3. PRODUCT WARRANTY AND DURATION

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### 3.1. Scope of Warranty

The Company is committed to ensuring the quality and reliability of its Products by offering Product protection. The Company warrants to the Purchaser that the Product(s) manufactured by the Company will be free from manufacturing defects in material and workmanship that could result in deterioration, decomposition, corrosion, or significant distortion (e.g., swelling, contraction, or shrinkage) beyond normal tolerances for its Products caused by environmental factors such as moisture, humidity, or other environmental conditions, under normal use

and conditions. Notwithstanding the aforesaid, gradual degradation resulting from natural environmental factors, including but not limited to UV exposure, humidity, and temperature fluctuations, shall be considered normal wear and tear and is not covered under this Warranty. Such degradation includes, but is not limited to, fading, discoloration, minor surface cracking, or other cosmetic changes that do not impact the structural integrity or performance of the Product. The Purchaser is responsible for routine maintenance and appropriate care to minimize the impact of such environmental exposure.

For the purposes of this Warranty, “**normal use and conditions**” refers to the installation, usage, and maintenance of the Products in accordance with standard guidelines. Normal use includes proper installation in environments and applications for which the Products are specifically designed. It excludes any use in extreme environmental conditions, such as heavy rainfall, cyclone and storm-related damage, prolonged exposure to excessive heat, direct UV rays without adequate protection, heavy impact, or chemical exposure, as well as improper installation, unauthorized modifications, or failure to adhere to recommended maintenance procedures.

### 3.2. Warranty Duration

This Warranty is valid for 25 years from the original date of purchase by the Original Purchaser, provided the Products are properly installed, used, and maintained.

## 4. TERMS OF WARRANTY

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### 4.1. Non-Transferability

This Warranty is non-transferable and applies only to the Original Purchaser. In the event that the property where the Product is installed is sold or transferred, the Warranty will not extend to subsequent owners of the property, and they shall have no rights to claim repairs, replacements, or any other remedies under this Warranty. Any such claims must be made by the Original Purchaser during the Warranty period, and all obligations of the Company under this Warranty terminate upon the sale or transfer of the property.

### 4.2. Purchaser's Responsibility

The Purchaser is responsible for determining the Product's suitability for its intended use and ensuring proper installation and maintenance.

### 4.3. Compliance with Laws

The Purchaser shall be responsible for ensuring that the Product and its installation comply with applicable local, state, and national laws, building codes, and safety regulations.

## 5. WARRANTY EXCLUSIONS AND LIMITATIONS

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### 5.1. Exclusions

This Warranty does not cover, and the Company will not be liable for, defects or damages caused by:

- a) **Improper Handling and Use:** Mishandling, neglect, misuse, or unauthorized modifications.
- b) **Improper storage and stacking**
- c) **Extreme Acts of Nature:** Natural disasters or extreme weather conditions (e.g., lightning, flooding, earthquakes, wind, storm, cyclone, hurricane etc.).
- d) **Physical Impact:** Collisions, impacts, or vandalism.
- e) **Improper Installation:** Incorrect installation or failure to follow Company's guidelines or Technical Specifications.
- f) **Chemical Exposure:** Exposure to harmful chemicals, gases, or substances.
- g) **Unauthorized Alterations:** Any modification or finishing not approved by the Company.
- h) **Structural Movement:** Damage caused by movement or settlement of supporting structures.
- i) **Thermal Expansion:** Thermal movement due to improper installation under varied temperatures.

### 5.2. Non-Factory Coatings

Our products can be painted. The Purchaser must follow the paint manufacturer's instructions for proper application. The Company is not liable for the performance of any primer, paint, or coating applied to the product, nor for any damage or alterations of the product resulting from such applications.

\*Recommended paint: 100% acrylic latex paint with vinyl-safe technology.

### 5.3. Failure to Follow Guidelines and/or Technical Specifications

Failure to comply with the general market installation or maintenance guidelines and/ or the Technical Specifications voids this Warranty.

### 5.4. Exclusion of Consequential and Incidental Damages

The Company will not be liable for any incidental or consequential damages such as labor costs, installation expenses, or transportation fees or any extra material treatment such as paint, polish coating etc.

### 5.5. Warranty Inspection

The Company reserves the right to inspect any product claim to determine if the defect falls within the Warranty's coverage.

### 5.6. Further Exclusions

This Warranty does not cover the following:

- a) Products with tampered, defaced, mutilated or altered from Original Purchase such as cutting in pieces, any form of fabrication, change of shape, heating, painting, polishing or any surface treatment;
- b) any damage or loss occurring during transit of the Products after the purchase;
- c) Products that have undergone disassembly, repairs, alteration or modifications;
- d) damage resulting from improper testing, installation, misuse, abuse, mishandling, or negligence;
- e) damage caused by spillage of food or liquid, corrosion, rust or any other chemical;
- f) Products installed or used in site conditions that do not meet required operating conditions;
- g) damage caused by the use of third-party parts not sold or recommended by the Company;
- h) Any defects or issues occurring after the validity of this Warranty;
- i) Normal wear and tear of the Products; and
- j) In case the Product is shifted or transferred to any location other than the one where the Product was originally installed.

## 6. CLAIM SUBMISSION AND PROCEDURE

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### 6.1. Claim Submission Period

Claims must be submitted within **30 days** from the discovery of the defect of any claimed defected material.

### 6.2. Required Documentation

To support the claim, the following must be submitted with any claim:

- a) Proof of purchase (invoice/receipt) from the Original Purchaser
- b) A clear photograph or a short video of the defective product, where feasible.
- c) A detailed description of the defect.

### 6.3. Inspection and Assessment

The Company must be given an opportunity to inspect the product and its installation before any alteration or removal, or the Warranty may be voided.

### 6.4. Remedies

If a valid claim is determined, Echon will, at its sole discretion, provide one of the following:

- a) **Replacement:** Replacement of the defective product.
- b) **Refund:** A refund equivalent to the original purchase price.
- c) **Repair:** Repair of the defective product.

### 6.5. Warranty Termination

The Warranty terminates upon the sale of the property where the Product is installed or the death of the original Purchaser.

### 6.6. Non-Compliance

Failure to comply with the terms and procedures set forth in this Warranty voids the Warranty.

### 6.7. No Extension of Warranty Period

Repairs or replacements under this Warranty do not extend the original Warranty period.

## 7. LIMITATION OF LIABILITY

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### 7.1. Liability Limitations

The Company's maximum liability under this Warranty is limited to the original purchase price of the Product. The Company will not be liable for any indirect, incidental, or consequential damages, including but not limited to labour costs, installation costs, or loss of use.

### 7.2. Force Majeure

The Company is not liable for failure or delays due to events beyond its control, including natural disasters, acts of war, or governmental actions.

### 7.3. No Liability for Use with Other Products

The Company is not liable for damages arising from the use of its Products with other materials or systems not manufactured or supplied by the Company.

## 8. GOVERNING LAW AND JURISDICTION

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### 8.1. Governing Law

This Warranty is governed by the laws of India.

### 8.2. Jurisdiction

Any disputes arising from or related to this Warranty shall be subject to the exclusive jurisdiction of the courts in Udaipur, India.

## 9. DISCLAIMER

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### 9.1. Product Use and Installation

The Company disclaims any liability for damages arising from the improper use, installation, or handling of its products contrary to its guidelines.

### 9.2. No Additional Warranties

No oral or written advice or information provided by the Company, its agents, or representatives shall create any additional warranty or modify the terms of this Warranty unless explicitly stated in a written amendment to this Warranty. Any such modifications or additional warranties must be documented and agreed upon in writing by an authorized representative of the Company.

### 9.3. Accuracy of Information

The Company disclaims any liability for damages resulting from reliance on information regarding the Products that is not contained in the Technical Specifications. The Company is not responsible for any discrepancies between the information provided and the actual performance of the Products.