

BUZON PEDESTAL INTERNATIONAL SA
LIMITED WARRANTY



I. LIMITED WARRANTY OF 7 YEARS: MATERIAL & WORKMANSHIP

BUZON PEDESTAL INTERNATIONAL SA, with offices at Prolongement de la rue de l'Abbaye, 134 B-4040 HERSTAL, Belgium ("SELLER"), hereby warrants to purchasers in the distribution chain and the first end user (the "Purchaser") the substantial conformance to the specifications of its BC Series polypropylene screw jack pedestals (the "Product" or "Pedestal") sold by **SELLER** or its authorized distributors, to be free from manufacturing defects in materials and workmanship for a period of seven (7) years from the date of purchase of the Product(s) by the first end user, but in no event more than nine (9) years after the sale of the Product to the first Purchaser, and that each Pedestal has a support capacity of 1,000 Kg with a Safety Factor of two (2) (the "Limited Warranty").

SELLER must receive notice of any warranty claim within the seven (7) year warranty period with a copy of the receipt for the purchase of the **SELLER's** Product from the end user.

Any third party products, including but not limited to machinery, accessories, hardware and software and accessories included with or purchased for use with the **SELLER's** Products are not covered by this Limited Warranty and **SELLER** makes no representations or warranties on behalf of such third parties. Any warranty on such products is from the third party supplier of the product.

The installation guidelines, Product specifications as well as the resistance and compression tests of the Products (collectively "Product Specifications") are deemed to be known to the Purchaser. The Product Specifications are included with the sale of the Product (and form an integral part of the general terms and conditions of sale. The Purchaser hereby acknowledges receipt of the Product Specifications and the US **Sales Terms & Conditions**. It is the responsibility of the Distributor to provide end user Purchasers with full information concerning the Product.

Any description, whether in writing or made orally by **SELLER** or its agents, of the Product, including specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with Purchaser's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by **SELLER** or its agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by **SELLER** to be such. In the event of conflict between the Limited Warranty and US **Sales Terms & Conditions**, the terms of this Limited Warranty shall govern.

II. REFUND OR REPLACEMENT

If the Product(s) shall be proved in **SELLER's** sole discretion to be defective, within the warranty period described above, **SELLER's** obligations under this Limited Warranty shall be limited to either providing a refund up to the cost of goods sold (excluding sales or excise taxes, fees and other costs) or replacing the product, at **SELLER's** sole discretion, if such defect was caused solely by defective workmanship and materials.

Provided, however, that such refund or replacement shall not include product removal costs, shipping costs to **SELLER** or its designated and authorized service center provided below, and re-installation costs of the product. Such refund or replacement shall be **SELLER's** sole obligation and the Purchaser's exclusive remedy and shall be conditioned upon the Purchaser fulfilling his/her obligations under **SELLER's** Warranty Claim Procedures and Requirements as set forth herein.

Any Products refunded or replaced by **SELLER** or **SELLER's** authorized dealer under a warranty claim shall be covered by the same Limited Warranty and original term as the first Product(s) purchased under said claim. The term shall not be prolonged or reset from the date of defect of the Product(s).

III. LIMITATIONS ON WARRANTY COVERAGE

This Limited Warranty only applies to purchasers in the distribution chain and the first end user does not apply to any later owner. Furthermore, the Limited Warranty applies only if:

- (1) The Product has not been damaged in delivery, repaired, altered, converted or modified in any way by the Purchaser or any other person other than **SELLER** or its authorized agent. Repair, alteration or modification using original **SELLER** parts must be completed by **SELLER** or its authorized agent; and
- (2) The Product is installed, handled, transported, used, maintained and stored in accordance with the **SELLER**'s specifications and instructions/guidelines furnished to the Purchaser, as well as Purchaser's compliance with **the general US Sales terms & conditions** in effect at the time of sale and any and all instructions of **SELLER**; and
- (3) The Product has not been used for purposes other than or in a manner contrary to its intended use and normal use; and
- (4) The Product has not been damaged as a result of misuse, abuse, neglect, negligence, freezing, over-heating, electrical surge, accident, faulty installation or improper application;
- (5) The Product has not been damaged by the effects of abrasive cleaners; and
- (6) The Product has not been damaged by acts of nature, fire, flood, earthquake or other natural catastrophe, or any other circumstances outside the control of **SELLER**.
- (7) The installation surface must be clean and free of debris which would impair the performance of the Product and photographic evidence of such compliance must be provided to **SELLER** as a condition precedent to coverage under this Limited Warranty.
- (8) The Purchaser received a copy of this Limited Warranty from the distributor at the time of sale.
- (9) The Purchaser obtained a warranty covering the installation work from the contractor who installed the Product prior to installation and forwarded an executed copy to **SELLER**.
- (10) The Product(s) is/are not used or placed directly on the ground or on any type of soil; the Product is not intended for use directly on the ground and any such use shall void this Limited Warranty.
- (11) A photographic record of the installation site before, during and after installation of the Product. This photographic record must show the installation, the correct configuration of the paving supports, their positioning, the installation of the surface coating and every other relevant detail, including cleanliness and lack of debris, to demonstrate that the installation complied with all the recommendations and instructions supplied by **SELLER**.

Each of the above shall operate as a condition precedent to coverage of the Limited Warranty.

IV. THIRD PARTY PERFORMANCE NOT COVERED BY WARRANTY

SELLER is not responsible for installation, architectural or other professional design defects, installation, electrical work, performance required of any other utility or any other third party performance and a certified/licensed architect, contractor, mason electrician or other technician, as applicable, must be hired by the Purchaser to perform such work or provide such services.

V. EXCLUSION OF WARRANTIES AND LIMITED LIABILITY

SELLER liability with respect to the Product shall be limited to the warranty provided herein.

A. **SELLER** DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUZON PEDESTAL INTERNATIONAL AND ANY ONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, MANUFACTURING OR DELIVERY OF THIS PRODUCT (THE “SELLER PARTIES”), FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS, INTERRUPTION IN OPERATIONS, LOSS OF PROPERTY, AND ANY CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF **SELLER** OR THE SELLER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SELLER’S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, SHALL IN NO CASE EXCEED THE CONTRACT PRICE PAID BY THE PURCHASER FOR THE PRODUCT(S) CLAIMED TO BE DEFECTIVE OR UNSUITABLE. **SELLER** SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY **SELLER**, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of Purchaser’s customers or any third party for any such damages. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

B. No representative, dealer, distributor or any other person or entity is authorized to enlarge, increase or change the scope of or modify in any way this Limited Warranty herein contained or otherwise implicate **SELLER** as liable or responsible for claims not strictly in accordance with this Limited Warranty. **SELLER** NEITHER ASSUMES NOR AUTHORIZES ANY THIRD PARTY TO ASSUME FOR IT, ANY COMMITMENT OR ASSUMPTION OF LIABILITY OF ANY KIND IN CONNECTION WITH ITS PRODUCTS.

C. This Limited Warranty is governed by the laws of Illinois and shall benefit **SELLER**, its successors and assigns.

D. THE PURCHASER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY AND CERTAIN LIMITATIONS CONTAINED IN THIS LIMITED WARRANTY MAY NOT APPLY. Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

E. If Purchaser has a claim under this Limited Warranty or under any implied warranties provided to Purchaser by state law, Purchaser may not file a court action based on that claim later than one (1) year after Purchaser’s right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

VI. NOTICE OF WARRANTY CLAIMS

To assure the timely processing of warranty claims, the following procedures must be followed:

1. Upon discovery of a defect or malfunction by the Purchaser, the Purchaser must notify **SELLER** or its authorized dealer for its/his inspection and/or authorization of return within eight (8) days of their discovery as provided in Section VII below.
2. If a return of the Product is authorized, Purchaser must provide **SELLER** or its dealer with the Warranty Claim Requirements listed below in order to process the Purchaser's claim and ship the defective Product or part to **SELLER** or its dealer as instructed.

VII. WARRANTY CLAIM PROCEDURES/REQUIREMENTS

In order to process any warranty claims, the following information and documents must be provided to the **SELLER** in writing to: Buzon Pedestal International SA at Prolongement de la rue de l'Abbaye, 134 B-4040 HERSTAL, Belgium:

1. The Purchaser's full name, address and telephone number;
2. Name, model number and serial number of the Product;
3. Description of the defect and scope of the problem, reason for the problem if known, the date of the defect and installation date;
4. A photographic record of the installation site before, during and after installation of the Product. This photographic record must show the installation, the correct configuration of the paving supports, their positioning, the installation of the surface coating and every other relevant detail, including cleanliness and lack of debris, to demonstrate that the installation complied with all the recommendations and instructions supplied by **SELLER**.
5. A copy of "proof of purchase." Acceptable forms of proof would include the receipt, invoice, shipping documentation or cancelled check for the purchase; and
6. If authorized by **SELLER**, mail the Product or part to the **SELLER** or its dealer as instructed with the foregoing information. If it is not possible to send the Product to the **SELLER**, contact the **SELLER** for further instructions.

Failure to provide any of the above shall bar warranty coverage. This Limited Warranty is subject to change without notice.

VIII. SEVERABILITY

If a part, provision or clause herein, or the application thereof to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Limited Warranty remaining, and to this end this Limited Warranty shall be treated as severable.



Providing Architects and Builders with
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Extended Team

We can also provide technical consultation and installation training for projects that involve Buzon Pedestals. Please contact us to discuss your particular needs. HDG Building Materials also has a network of experienced installers in many major cities. Please contact us for introductions or referrals.

Sales Representatives

Sales representatives for HDG Building Materials are located in the Pacific Northwest, Southern California, and Iowa.

Outside of those regions? No problem, we are happy to serve. Please contact us at 503.360.9551



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HDG Building Materials is an expert dealer
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