CDECK® LIMITED WARRANTY

Based on the following terms and conditions, IHT, LDA, hereinafter referred to as “IHT”, guarantees to the original buyer of CDECK® range profiles, hereinafter referred to as "Buyer", that for a period of **twenty-five (25) years**, in the case of installation in private residential space, or **ten (10) years**, in the case of installation in commercial or public access space, the CDECK® range profiles will not rot, splinter, break, or present structural damage due to termite or insect action. The date of purchase of the products shall be considered for the purpose of counting the referred periods.

The Buyer, who is a “consumer” for legal purposes, has rights to replacement of conformity, price reduction or contract resolution provided for in DL no. 84/2021, of October 18th.

Except as expressly established in this warranty, IHT does not provide any other warranty, whether express or implied, nor with regard to the conformity of the products with any description or sample, nor with regard to the quality or adaptation of the same to any specific purpose. IHT does not grant any other warranty.

This warranty is not transferable and is only valid if the products have been purchased directly from IHT or one of its authorized distributors and are duly paid for.

IHT shall not assume any responsibility in situations where any of the following events occur:

(1) Installation of CDECK® products is not carried out in accordance with all installation rules and instructions presented in the technical sheet of the CDECK® range, made available for download on the website www.cdeck.pt by IHT;
(2) Installation of CDECK® products is carried out without taking into account applicable construction laws and/or regulations;
(3) Similar products to CDECK® products, but manufactured and/or marketed by an entity other than IHT, are used in the installation;
(4) Incorrect or negligent transport, handling, storage, or regular maintenance of the products by the buyer or third parties;
(5) CDECK® products are used in applications other than those for which they were designed, presented, and promoted, and it is the buyer's responsibility to verify their suitability with IHT;
(6) Movement or sinking of the supporting structure on which CDECK® products were installed occurs;
(7) Events of force majeure, such as floods, hurricanes, earthquakes, extraordinary environmental situations, etc., occur;
(8) There are differences in color, finish, or texture between products, and/or changes in color, finish, or texture of the products due to exposure to weather elements;
(9) Products show stains or blemishes due to contact with external liquid, solid, or gaseous substances that lead to the deposition of foreign elements on the product or physical and/or chemical alterations of the product;
(10) Products show breaks or cracks due to impact from external objects or excessive mechanical stress.

If the Buyer detects any of the defects mentioned in the first paragraph of this warranty during the indicated periods, the Buyer must notify IHT in writing to its headquarters within thirty (30) consecutive days after the alleged defect is detected and before the end of the warranty period. The Buyer shall include in this notification proof of purchase and date of acquisition; a statement specifying the defects observed; photos showing the same; evidence that installation and regular maintenance were carried out in accordance with all applicable rules and instructions.
IHT reserves the right to request additional information and/or verify the products in question to determine if the claim is justified, both in terms of the grounds and the amount claimed.

If, after completion of the analysis of the complaint and verification of all relevant data for it, IHT concludes that the complaint is valid, IHT will, at its option, either replace the defective products with equivalent ones without any defects or refund a portion of the purchase price paid by the Buyer for the defective products (excluding any other costs associated with the initial installation).

In the case of a complaint regarding an installation in a private residential space during the period between the eleventh (11th) and twenty-fifth (25th) year, the Buyer's recovery will be calculated as indicated below. If IHT opts for the replacement of the defective products, it may choose to replace the percentage of products listed below that meet the requirements of the complaint; if IHT opts for a refund of the purchase price, it may choose to refund the percentage listed below of the purchase price that meets the requirements of the complaint.

Year of complaint	Refund	Year of complaint	Refund
11	80%	19	40%
12	80%	20	20%
13	80%	21	20%
14	60%	22	20%
15	60%	23	10%
16	60%	24	10%
17	40%	25	10%
18	40%		

The warranty for replaced products will be valid for the period indicated in the original warranty, without any extension thereof.

IHT reserves the right to terminate, at any time, the availability of any product in the **CDECK®** range.

IHT shall have no further liability to the Buyer beyond what is considered in the first paragraph, and IHT shall indemnify the Buyer as indicated above.
Labor costs resulting from the installation or removal of products are not covered by this warranty, as well as any additional costs such as transportation, delivery, assembly, disassembly, or similar costs, are expressly excluded from this warranty.

IHT shall not be liable for any direct or indirect loss or damage related to the claim.

No person or entity is authorized by IHT to make statements regarding the quality and/or performance of **CDECK®** products that imply responsibilities and obligations other than those established in this warranty.
This warranty may not be modified or altered except by a written and duly signed document by IHT and the Buyer.