

# SABURI GOLD – 35 YEARS WARRANTY

## Warranty Terms & Conditions

### *Applicable to Saburi Gold Plywood and Saburi Gold Block Board*

These Warranty Terms & Conditions (“**Terms**”) govern the 35 (thirty-five) year warranty offered by Saburi Panels Private Limited and Saburi Engineered Wood Panels Private Limited, which together trade under the brand Saburi Plywood and are together referred to in these Terms as the “**Company**”, on the products listed in Clause 1. They are to be read together with the Warranty Certificate issued to the Customer and form an integral part of it. In the event of any inconsistency between the Warranty Certificate and these Terms, these Terms shall prevail.

## 1. PRODUCTS COVERED

- 1.1 This warranty applies only to the following products manufactured by the Company (the “**Product**”):
  - (a) **Saburi Gold Plywood (IS 710, Marine Grade); and**
  - (b) **Saburi Gold Block Board (IS 1659).**
- 1.2 This warranty applies to Saburi Gold only and to no other Saburi product, brand, range or grade. Products of other Saburi ranges carry their own separate warranty terms.
- 1.3 The Product must bear the Saburi Gold branding screen and/or roller impression, and must have been purchased from the Company or from a dealer, distributor or retailer expressly appointed by the Company and recorded as such in the Company’s records (an “**Authorised Dealer**”), against a valid tax invoice. Material purchased from any other source is not covered.

## 2. WARRANTY PERIOD AND WHAT IS WARRANTED

- 2.1 Subject to these Terms, and to the Customer having complied with every condition set out in them, the Company warrants the Product for a period of 35 (thirty-five) years from the date of the tax invoice issued by the Company or its Authorised Dealer (the “**Warranty Period**”) against:
  - (a) manufacturing defect;
  - (b) delamination or separation of plies; and
  - (c) attack by fungus, termite and borer, subject to Clause 8.
- 2.2 For the purposes of these Terms, a **manufacturing defect** means a defect in the Product arising from the Company’s manufacturing process which causes the Product to fail to conform to the applicable Bureau of Indian Standards (BIS) specification, and does not include any characteristic, variation or tolerance described in Clause 7.
- 2.3 The warranty against fungus, termite and borer runs for the full 35 (thirty-five) years and is not limited to a shorter sub-period.
- 2.4 This warranty is personal to the first owner in whose name the tax invoice stands and at whose premises the Product is installed (the “**Customer**”), applies only at the address at which the Product is installed, and is not transferable by sale, assignment, gift, lease, succession or otherwise.
- 2.5 No warranty of any kind subsists in respect of Product for which the full invoice value has not been received by the Company or its Authorised Dealer, as the case may be.
- 2.6 Replacement material supplied under this warranty carries only the unexpired balance of the original Warranty Period and does not give rise to a fresh Warranty Period.

## 3. MANDATORY WARRANTY REGISTRATION

- 3.1 **Registration is a condition precedent to this warranty.** The warranty is activated only upon successful registration of the purchase with the Company.
- 3.2 The Customer must register the purchase within 90 (ninety) days of the date of invoice through either of the following channels:
  - (a) **the warranty registration page at [www.saburiply.com/warranty-registration](http://www.saburiply.com/warranty-registration); or**
  - (b) **WhatsApp to +91 62930 09777.**
- 3.3 Registration requires: a legible copy of the tax invoice; the Customer’s name, installation address, mobile number and e-mail; the Authorised Dealer’s name; the product description, thickness, size and quantity purchased; and the consent recorded under Clause 17.
- 3.4 On successful registration the Company will issue a **Warranty Registration ID** and a digital warranty confirmation to the registered mobile number and/or e-mail. The Warranty Registration ID must be quoted in every communication and in any claim.
- 3.5 Purchases not registered within the period stated in Clause 3.2 are not covered by this warranty, and no claim in respect of such purchases shall be entertained.
- 3.6 Registration confirms only that a purchase has been recorded. It is not an acknowledgement that the Product is free from defect, nor an admission by the Company that any subsequent claim is admissible.
- 3.7 It is the Customer’s responsibility to keep the registered mobile number, e-mail address and installation address current throughout the Warranty Period by notifying the Company of any change. The Company is entitled to rely on the particulars last registered.
- 3.8 Acceptance of these Terms is recorded electronically at the time of registration by means of a mandatory declaration, in the form set out in **Annexure A**, which the Customer must affirmatively accept before registration can be completed. Such electronic acceptance constitutes the Customer’s informed and binding acceptance of these Terms, is valid and enforceable under the Information

Technology Act, 2000, and shall be treated for all purposes as equivalent to acceptance in writing. No physical signature of the Customer is required on the Warranty Certificate. The Company shall maintain a record of each such acceptance, including the date, time and channel of acceptance, and the Company's record shall be conclusive evidence of acceptance in the absence of proof to the contrary.

#### 4. INSPECTION ON DELIVERY AND ACCEPTANCE

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- 4.1 The Customer shall inspect the Product on delivery, under adequate light and before it is cut, machined, laminated, veneered, polished, fixed or installed, and shall satisfy himself that the Product conforms to the description, grade, thickness, size and quantity ordered and is free from any defect, damage, shortage or non-conformity which is visible or reasonably discoverable on such inspection (an "apparent defect").
- 4.2 Any apparent defect, shortage, damage in transit or supply of incorrect grade or specification must be notified to the Company or the Authorised Dealer in writing within 7 (seven) days of delivery and, in every case, before the Product is cut, machined or installed. The affected material must be preserved intact and made available for inspection.
- 4.3 Cutting, machining, lamination, veneering, polishing, fixing or installation of the Product shall constitute conclusive acceptance by the Customer that the Product, as delivered, was free from apparent defect and conformed to the order in all respects. No claim in respect of an apparent defect shall be entertained after such acceptance.
- 4.4 Clause 4.3 does not exclude a claim in respect of a latent manufacturing defect not reasonably discoverable on inspection, which remains subject to the balance of these Terms.

#### 5. MOISTURE, WET AREAS AND EXTERIOR USE

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- 5.1 The Product is manufactured to IS 710 Marine Grade, is bonded with un-extended phenol-formaldehyde (BWP) resin and is boiling-water-proof. Accordingly, and notwithstanding anything to the contrary elsewhere in these Terms, the warranty **does cover** delamination, ply separation and manufacturing defect arising from:
  - (a) normal domestic moisture, humidity, steam and water splash in kitchens, bathrooms, washrooms, utility areas, balconies and similar wet zones; and
  - (b) normal exposure to weather in exterior applications for which the Product is recommended by the Company, including outdoor furniture, roofing, panelling and boat construction.
- 5.2 The warranty **does not cover** damage caused directly or indirectly by:
  - (a) prolonged or continuous submersion of the Product in water, or standing water on or against the Product, otherwise than in an application expressly recommended by the Company in writing;
  - (b) structural flooding, plumbing failure, drainage failure, roof or terrace leakage, or seepage through walls, floors or ceilings of the building in which the Product is installed;
  - (c) rising or capillary damp from floors, walls or plinths;
  - (d) ingress of water or moisture through cut edges, drilled holes, cut-outs, hinge recesses or joints which have not been sealed in accordance with the Company's installation guidelines; and
  - (e) surface weathering in exterior applications, including ultraviolet discolouration, fading, chalking, grain raise, surface checking, or degradation of any laminate, veneer, polish, paint or other finish applied to the Product. Such finishes are not manufactured by the Company and are outside the scope of this warranty.
- 5.3 For the avoidance of doubt, the Company does not warrant the Product for use in structural, load-bearing or industrial applications, or for any application outside the Company's published product guidelines.

#### 6. FIRE AND FIREGUARD TECHNOLOGY

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- 6.1 **Fireguard Technology** denotes a treatment applied by the Company with the object of improving the Product's resistance to ignition. It is a product feature only. It does not constitute, and shall not be construed as, a certification, rating, classification or warranty of fire performance.
- 6.2 No warranty, representation, assurance or guarantee whatsoever is given by the Company as to the fire performance of the Product, including as to ignitability, flame spread, rate of burning, smoke generation, flammability index, fire resistance, fire rating or behaviour of the Product in fire.
- 6.3 The Product is **not** a fire-retardant grade panel and is not manufactured or certified to IS 5509 or to any other fire-retardancy or fire-resistance standard. The Product must not be used, specified, substituted or relied upon in any application, building, premises or installation in which fire-retardant grade panels are required or recommended by any statute, rule, building code, fire safety regulation, National Building Code provision, insurance requirement, specification or professional advice.
- 6.4 The Company shall have no liability of any nature for loss, damage or injury arising from or in connection with fire, ignition, short circuit, external heat or the behaviour of the Product in fire, or from the use or specification of the Product contrary to Clause 6.3, whether such use or specification was made by the Customer, an architect, a contractor, a dealer or any other person.
- 6.5 Where fire-retardant performance is required, the Customer must specify the Company's dedicated fire-retardant grade product, Saburi FR (IS 5509), which is warranted under its own separate terms.

#### 7. NATURAL CHARACTERISTICS OF TIMBER – NOT DEFECTS

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- 7.1 Plywood and block board are manufactured from timber, which is a natural, hygroscopic and non-homogeneous material. The characteristics and variations set out in Clause 7.2 are inherent to the material and to the manufacturing process, are contemplated

and permitted by the applicable Indian Standard, and shall not constitute a manufacturing defect or give rise to any claim under this warranty.

7.2 Without limitation, the following do not constitute a manufacturing defect:

- (a) warp, bow, twist, cup, spring or deviation from plane, where within the tolerance permitted by the applicable Indian Standard;
- (b) variation in colour, tone, shade, figure, grain or texture, whether between panels, between batches, or across a single panel, and natural darkening, mellowing or colour change of timber over time;
- (c) permitted surface characteristics, including patches, plugs, inserts, joints in veneer, pin knots, tight knots, mineral streaks and grain raise, where within the limits permitted by the applicable Indian Standard for the relevant grade;
- (d) core gaps, overlaps or joints within the limits permitted by the applicable Indian Standard;
- (e) variation in thickness, length, width, squareness or edge straightness within permitted tolerance;
- (f) variation in moisture content within the limits permitted by the applicable Indian Standard, and normal dimensional movement, expansion or contraction of the Product in response to ambient temperature and humidity;
- (g) telegraphing, show-through or surface undulation becoming visible after the application of laminate, veneer, paint or polish by or for the Customer; and
- (h) variation in weight or density within permitted tolerance.

7.3 Any variation or deviation in respect of a parameter for which a permissible limit is prescribed under the applicable Indian Standard shall not, to the extent it remains within that permissible limit, constitute a manufacturing defect.

## 8. TERMITE, BORER AND FUNGUS – CONDITIONS

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- 8.1 The Product is treated with preservative chemicals to resist attack by termite, borer and fungus. The warranty in Clause 2.1(c) is given in respect of the Product itself and is subject to the conditions in this Clause 8.
- 8.2 The warranty does not extend to, and the Company shall have no liability in respect of, infestation originating from or migrating through the building structure, foundations, masonry, plaster, flooring, ceiling, soil, adjoining premises, existing furniture, untreated timber, packing material or any source other than the Product itself.
- 8.3 It is a condition of the warranty in Clause 2.1(c) that the premises in which the Product is installed were, at the time of installation, free from active termite or borer infestation, and had been given anti-termite treatment in accordance with prevailing good practice, and that such treatment is maintained and periodically renewed by the Customer.
- 8.4 The warranty does not cover attack occurring in a severely pest-infested environment, or where the Customer has failed to take reasonable measures to prevent or control infestation on becoming aware of it.
- 8.5 The Company shall be entitled to require, at the Customer's cost, a report from a licensed pest control operator as to the origin of any infestation, and to reject a claim where the origin is found to be outside the Product.

## 9. CONDITIONS FOR THE WARRANTY TO REMAIN VALID

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- 9.1 The Product must be stored, handled, machined, fixed and installed in accordance with the Company's published guidelines, in a well-ventilated environment, stacked flat on a level surface, clear of the ground and clear of direct contact with damp walls or floors.
- 9.2 The Product must not be used in the same item of furniture, door, shutter or panel work together with plywood, block board, flush door or other panel product of any other brand, or with untreated solid timber. Solid timber used with the Product must be treated with a fixed-type preservative.
- 9.3 All cut edges, drilled holes, cut-outs and exposed surfaces must be sealed using compatible sealants, adhesives, polishes and finishes.
- 9.4 The Saburi Gold branding screen and/or roller impression must be identifiable on the Product at the time of inspection. Where the branding is not visible by reason of lamination, veneering, painting or polishing, the burden of establishing that the panel is genuine Saburi Gold lies on the Customer.
- 9.5 The Customer must retain the original tax invoice, the duly completed and stamped Warranty Certificate and the Warranty Registration ID for the entire Warranty Period, and must produce them on demand.
- 9.6 On becoming aware of any defect, damage, delamination, infestation or water ingress, the Customer shall forthwith take all reasonable steps to prevent further or consequential damage, including removing the source of moisture and protecting the affected and adjoining material. The Company shall have no liability for any damage, deterioration or spread of damage attributable to the Customer's failure to do so.

## 10. MATERIAL NOT COVERED BY THIS WARRANTY

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10.1 No warranty of any kind is given, and this warranty shall not apply, in respect of material:

- (a) sold as seconds, sub-standard, off-grade, non-standard, rejected, damaged, distress, clearance or "as is where is" stock;
- (b) sold at a price below the Company's prevailing standard price list, or otherwise sold expressly without warranty;
- (c) which does not bear the Saburi Gold branding screen and/or roller impression; or
- (d) not supplied by the Company or an Authorised Dealer.

10.2 The Company shall have no liability whatsoever, whether in contract, tort or otherwise, in respect of counterfeit, imitation, spurious, re-branded, tampered or unauthorised product bearing or purporting to bear the Saburi or Saburi Gold mark. Where the genuineness of any material is in question, the determination of the Company, following physical and/or chemical examination in accordance with Clause 15, shall be final and conclusive.

10.3 The Customer may verify the genuineness of the Product and of the Authorised Dealer at any time by contacting the Company on the toll-free number stated in Clause 20.

## 11. EXCLUSIONS – WHAT THE WARRANTY DOES NOT COVER

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- 11.1 In addition to the exclusions in Clauses 4, 5, 6, 7, 8 and 10, this warranty shall not apply where the damage or defect is attributable, directly or indirectly, wholly or in part, to any of the following:
- (a) use of the Product with any other brand of plywood, block board, flush door, decorative or allied panel product in the same furniture, door or panel work;
  - (b) poor workmanship, faulty joinery, improper installation or fixing, inadequate framing or support, or the use of incompatible adhesives, polishes, laminates, veneers or finishes;
  - (c) improper storage, stacking, handling or transportation after delivery to the Customer or dealer;
  - (d) machining, cutting, chemical alteration, chemical treatment or any other treatment or modification carried out on the Product after delivery;
  - (e) normal wear and tear, or superficial scratches, dents, marks, stains, abrasion or impact damage from foreign objects;
  - (f) lack of reasonable care or maintenance;
  - (g) fire, ignition, short circuit, external heat, riot, civil commotion, vandalism, theft, act of terrorism, earthquake, storm, flood, natural calamity, act of God or any other force majeure event;
  - (h) any warranty, assurance, representation or undertaking given by a dealer, carpenter, contractor, architect, interior designer, consultant or other third party which is not expressly contained in these Terms;
  - (i) any damage to property other than the Product itself, including damage to the frame, structure, hardware, laminate, veneer, polish or any other item supported by or applied to the Product;
  - (j) use of the Product for any purpose other than that for which it was sold, or contrary to the Company's published guidelines; and
  - (k) any breach by the Customer of these Terms.

## 12. SOLE WARRANTY; NO OTHER REPRESENTATIONS

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- 12.1 These Terms, together with the Warranty Certificate, constitute the entire and only warranty given by the Company in respect of the Product, and supersede all prior warranties, certificates, statements, assurances and understandings, whether oral or written. All other warranties, conditions, terms and representations, whether express or implied by statute, common law, trade usage or otherwise, are excluded to the fullest extent permitted by applicable law.
- 12.2 No statement, claim, description, illustration, specification, performance figure, endorsement or representation appearing in any advertisement, brochure, catalogue, price list, product literature, packaging, point-of-sale material, website, social media channel, electronic communication, exhibition, demonstration or dealer communication shall form part of this warranty, create any warranty or condition, or give rise to any liability on the part of the Company, unless it is expressly incorporated into these Terms in writing.
- 12.3 No director, officer, employee, agent, dealer, distributor, retailer, contractor or other representative of the Company has authority to vary, waive, extend or add to these Terms, or to give any warranty, assurance or undertaking on behalf of the Company, save by an instrument in writing signed by a duly authorised signatory of the Company.
- 12.4 Any descriptive term used in relation to the Product, including terms such as "waterproof", "borer-proof", "termite-proof", "fire-resistant" or similar expressions, is to be understood as referring to the performance of the Product when tested in accordance with the applicable Indian Standard under laboratory conditions, and not as an absolute or unqualified guarantee of performance in any and all conditions of use.

## 13. LIMITATION OF LIABILITY

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- 13.1 The Company's liability under this warranty is limited to **replacement of the quantity of material actually found, on examination, to be defective** by reason of a manufacturing defect or other cause expressly covered by this warranty.
- 13.2 **Notwithstanding anything else in these Terms, the aggregate liability of the Company under or in connection with this warranty, in respect of any one claim or series of related claims, shall in no event exceed the invoice value of the defective quantity of Product actually purchased and duly registered under Clause 3.**
- 13.3 The Company does not accept any financial claim and shall not be liable, in particular, for:
- (a) the cost of removal or dismantling of the defective Product;
  - (b) the cost of re-installation of the replacement material;
  - (c) labour, carpentry, transportation, polishing, laminating, veneering, painting or finishing charges;
  - (d) the cost of the frame, structure, hardware, fittings or any other item supporting or applied to the Product;
  - (e) any loss of profit, loss of business, loss of use, loss of opportunity, loss of rent, cost of alternative accommodation, or any indirect, incidental, special, punitive, commercial, economic or consequential loss of any kind; or
  - (f) any delay in performance of the Company's obligations arising from a cause beyond its reasonable control.
- 13.4 Where the Product supplied has been discontinued, or is not available, the Company may supply material of equivalent specification in substitution. Replacement material carries only the unexpired balance of the original Warranty Period.

- 13.5 Material replaced under this warranty shall become the property of the Company, and the Customer shall surrender it to the Company or its authorised representative on or before delivery of the replacement material. The Company may withhold replacement until the defective material is surrendered.
- 13.6 Nothing in this Clause 13 operates to exclude or limit any liability of the Company which cannot lawfully be excluded or limited under applicable law.

## 14. CLAIM PROCEDURE

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- 14.1 Any complaint must be made to the Company in writing within 30 (thirty) days of the defect becoming apparent, quoting the Warranty Registration ID.
- 14.2 A claim may be lodged through any of the following channels:
- (a) **Toll free: 1800 313 666 000**
  - (b) **WhatsApp: +91 62930 09777**
  - (c) **E-mail: [warranty@saburiply.com](mailto:warranty@saburiply.com)**
  - (d) **Online: [www.saburiply.com/warranty-registration](http://www.saburiply.com/warranty-registration)**
- 14.3 On receipt of the complaint the Company will depute its authorised representative for physical inspection of the affected portion of the Product at the site where it has been installed. Site access for inspection must be provided within 15 (fifteen) days of the date proposed by the Company.
- 14.4 The Customer shall not repair, rectify, remove, re-laminate, re-polish, replace or dismantle the affected portion before the inspection is completed. Any such act shall extinguish the claim.
- 14.5 At the time of inspection the Customer must produce the original Warranty Certificate, the tax invoice issued by the Company or its Authorised Dealer, proof of payment in full, and the Warranty Registration ID. No claim will be entertained in the absence of these documents.
- 14.6 The Customer shall extend all reasonable cooperation to the Company, including providing safe and unobstructed access to the site and to the affected material, permitting the taking of samples and photographs, and furnishing such documents and information as the Company may reasonably require. Failure to provide such access, samples, documents or information within 15 (fifteen) days of written request, or such longer period as the Company may allow, shall be deemed to constitute withdrawal of the claim, and the claim shall stand closed without further reference to the Customer.

## 15. INSPECTION, SAMPLING AND TESTING

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- 15.1 The Company reserves the right to take samples from the damaged portion of the Product and to send them for physical and chemical examination to a laboratory appointed by the Company, being any of:
- (a) the Company's own laboratory;
  - (b) the National Test House;
  - (c) Shriram Institute for Industrial Research, Delhi;
  - (d) the Bureau of Indian Standards (BIS); or
  - (e) the Indian Plywood Industries Research and Training Institute (IPIRTI), or any other Government-recognised laboratory appointed by the Company.
- 15.2 Reports of any laboratory not appointed by the Company shall not be considered.
- 15.3 A claim will be admitted only on receipt of a satisfactory laboratory examination report confirming both (i) the existence of a manufacturing defect or other cause expressly covered by this warranty, and (ii) that the material examined is genuine Saburi Gold manufactured by the Company.

## 16. TIMELINES AND DECISION

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- 16.1 The Company's decision will be conveyed to the Customer within 60 (sixty) days of completion of the inspection and receipt of all required documents and the laboratory report.
- 16.2 Where a claim is admitted, replacement material will be supplied within a reasonable period through the Authorised Dealer or the Company's nearest branch.
- 16.3 Subject to applicable law, the Company's decision on all warranty claims shall be final and binding.

## 17. PERSONAL DATA

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- 17.1 In order to register and administer this warranty, the Company collects and processes personal data of the Customer, including name, postal address, installation address, mobile number, e-mail address and purchase particulars.
- 17.2 Such personal data is collected and processed for the specific purposes of activating and administering the warranty, verifying purchases, processing claims, and complying with applicable law, in accordance with the Digital Personal Data Protection Act, 2023 and the rules made thereunder.
- 17.3 Registration under Clause 3 requires the Customer's express consent, recorded at the time of registration in the form set out in **Annexure A**. Consent may be withdrawn at any time, and with the same ease with which it was given, through the channels stated in Clause 20 or through the Company's privacy notice. Upon such withdrawal the Company will be unable to administer this warranty.

- 17.4 Personal data will be retained for the duration of the Warranty Period and for such further period as may be required for the Company to establish, exercise or defend a legal claim or to comply with applicable law.
- 17.5 The Company's privacy notice, setting out the manner in which a data principal may exercise rights of access, correction, completion, updating and erasure, the particulars of the Company's grievance officer, and the manner in which a complaint may be made to the Data Protection Board of India, is available at [www.saburiply.com/privacy-policy](http://www.saburiply.com/privacy-policy).

## 18. GENERAL

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- 18.1 **Territory.** This warranty is valid only in respect of Product sold and installed within the territory of India.
- 18.2 **Breach.** Any breach by the Customer of the conditions stated in these Terms shall render this warranty void and unenforceable in respect of the affected Product.
- 18.3 **Severability.** If any provision of these Terms is held by any court, tribunal, commission or competent authority to be invalid, illegal, void or unenforceable in whole or in part, that provision or part shall, to the extent required, be severed and shall be deemed deleted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The parties shall in such event negotiate in good faith to substitute a valid provision achieving, so far as lawfully possible, the commercial intent of the severed provision.
- 18.4 **Waiver.** No failure, delay, indulgence or forbearance by the Company in exercising any right or remedy under these Terms shall operate as a waiver of that or any other right or remedy, nor shall any single or partial exercise preclude any further exercise. Any waiver must be in writing and signed by a duly authorised signatory of the Company, and shall apply only to the instance for which it is given. The processing or settlement of any claim as a matter of goodwill shall not constitute an admission of liability nor a waiver of any of these Terms in respect of any other claim.
- 18.5 **Notices.** Any notice under these Terms shall be in writing and shall be sent to the Company at its head office address or at [info@saburiply.com](mailto:info@saburiply.com), and to the Customer at the postal address, e-mail address or mobile number last registered under Clause 3. A notice shall be deemed served: if delivered by hand, on delivery; if sent by registered post or courier, on the third business day after despatch; and if sent by e-mail, WhatsApp or SMS, on the business day following transmission, provided no delivery failure notification is received.
- 18.6 **Assignment.** The Customer may not assign, transfer, charge or otherwise deal with the benefit of this warranty. The Company may assign or transfer its rights and obligations under these Terms to any successor in business or to any group entity.
- 18.7 **Language.** These Terms are issued in the English language. In the event of any translation being issued for convenience, the English version shall prevail in the event of any discrepancy of meaning or interpretation.
- 18.8 **Governing law.** These Terms and this warranty, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the laws of India.
- 18.9 **Amendment.** The Company reserves the right to amend these Terms at any time. The Terms applicable to a given purchase are those in force on the date of the tax invoice, as published at [www.saburiply.com/warranty-terms](http://www.saburiply.com/warranty-terms). The Company shall maintain an archive of superseded versions.
- 18.10 **Survival.** Clauses 6, 10, 11, 12, 13, 17, 18 and 19 shall survive the expiry, lapse or avoidance of this warranty.

## 19. DISPUTE RESOLUTION AND JURISDICTION

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- 19.1 **Consumer rights preserved.** Nothing in these Terms shall operate to exclude, restrict, curtail or in any manner affect any right or remedy available to the Customer as a consumer under the Consumer Protection Act, 2019 or any other law for the time being in force, and the Customer's right to approach the appropriate Consumer Commission is expressly preserved.
- 19.2 **Amicable resolution.** The parties shall first endeavour to resolve any dispute, difference or claim arising out of or in connection with this warranty amicably, by written reference to the Company's customer care function, within 30 (thirty) days of the dispute arising.
- 19.3 **Arbitration (commercial disputes).** Where the Customer is not a consumer within the meaning of the Consumer Protection Act, 2019 — including a dealer, distributor, contractor, builder, developer, institutional purchaser, or a person who has purchased the Product for commercial or resale purposes — all disputes, differences or claims arising out of or relating to these Terms which are not resolved under Clause 19.2 shall be referred to and finally resolved by arbitration before a sole arbitrator mutually nominated by the parties. The provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall apply. The arbitration proceedings, including the arbitral award, shall be conducted in the English language. The seat and venue of arbitration shall be Kolkata. The award of the arbitrator shall be final, conclusive and binding upon the parties. The costs of arbitration shall be borne as directed in the award.
- 19.4 **Jurisdiction.** Subject to Clauses 19.1 and 19.3, the courts at Kolkata shall have exclusive jurisdiction over all matters arising under or in connection with this warranty, to the exclusion of all other courts.
- 19.5 **Limitation.** No action or proceeding arising out of or in connection with this warranty shall be brought after the expiry of the period of limitation prescribed by applicable law, computed from the date on which the cause of action first arose.

## 20. CONTACT

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Saburi Plywood

Toll free: 1800 313 666 000 | WhatsApp: +91 62930 09777

E-mail: [warranty@saburiply.com](mailto:warranty@saburiply.com) | Web: [www.saburiply.com](http://www.saburiply.com)

Business hours: Monday to Saturday, 11:00 AM to 7:00 PM