

# COOWIN LIMITED WARRANTY

有限質量保證

## COOWIN LIMITED WARRANTY

THIS LIMITED WARRANTY IS MADE AND GIVEN BY COOWIN GROUP(COOWIN).

本有限質量保證由COOWIN GROUP（“COOWIN”）編制並發布。

THIS LIMITED WARRANTY APPLIES TO PRODUCTS PURCHASED FROM AN AUTHORIZED DISTRIBUTOR OF COOWIN OR COOWIN, AND SHALL NOT APPLY TO PRODUCTS INSTALLED IN COUNTRIES WHERE NO AUTHORIZED DISTRIBUTOR IS LOCATED AND SUCH PRODUCTS ARE SOLD “AS IS” AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

本有限質量保證適用於客戶從COOWIN或COOWIN授權經銷商處所購買的所有產品，但不包括在沒有COOWIN授權經銷商的國家或地區所安裝的產品，此類產品按實物出售，我公司不提供任何性質的質量保證，包括默認保證、或產品是否達到適合銷售的條件，或產品是否適用於某一特定目的。

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY COOWIN TO ANY CUSTOMER OR USER OF ITS PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY COOWIN ON ANY SPECIFIC PRODUCTS. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR COOWIN PRODUCT. THE LIMITED WARRANTY PROVIDED BY COOWIN CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF THE COOWIN PRODUCT. THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF COOWIN. THE PURCHASE AND/OR USE OF ANY COOWIN PRODUCT CONSTITUTES ACCEPTANCE BY THE

PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

本有限質量保證所承諾的質量保證為COOWIN面向所有的產品客戶或使用者所提供的唯一專有質量保證，但COOWIN可能針對某些特定產品提供的其他質量保證除外。請在購買、使用或安裝COOWIN產品前仔細閱讀本質量保證書。

COOWIN所提供的本有限質量保證構成COOWIN產品的交易與購買基礎，並詮釋了COOWIN的全部質量保證與保修責任。購買或使用COOWIN的任何產品均構成購買人或用戶對本有限質量保證書所列全部條款的接受與認同。

THIS LIMITED WARRANTY, IN SECTION 4, SETS FORTH A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THE CLAUSE AND WAIVER WILL IMPACT HOW THE PURCHASER AND/OR USER MUST PROCEED IN RESOLVING ANY WARRANTY DISPUTE WITH COOWIN.

本有限質量保證書第 4 條對約束性仲裁進行了說明。如購買人或用戶與COOWIN發生任何質量保證方面的爭議，均可按前述條款及訴訟規定進行處理。



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## A·THE LIMITED WARRANTY

### 有限質量保證

COOWIN warrants to the original purchaser (“Purchaser”, “you” or “your”) of the COOWIN products noted below that, for the specified Warranty Period, such products shall, (a) under normal and proper service conditions, (b) when installed in accordance with COOWIN’s written instructions (c) remain free from material manufacturing defects and will not crack, splint, delaminate, rot, or suffer structural damage from fungal decay when used and maintained in an above-ground application. and (d) resist color fading, COOWIN product is designed to resist fading, no material is fade proof when subjected to years of exposure to ultraviolet (UV) rays and the elements, or exposed to, or direct or indirect contact with extreme heat sources including reflected sunlight from low-emissivity (Low-E) glass

COOWIN向以下所列COOWIN產品的原始購買人（“購買人”，“您”或“你們”）做出以下質量保證，即在本文所述質保期內，如此等產品(a)處於正常合理的使用環境下；

(b)已按照COOWIN的書面說明書進行安裝，(c)用於地上場合時，不會受到可能造成缺陷的其他材料之影響，也不會產生開裂、碎裂、脫層、腐爛、或受到真菌腐蝕所導致的結構性損傷，且(d)耐褪色。COOWIN木塑產品具有耐褪色設計，但任何材料，在經受多年暴露在紫外線，以及直接或間接接觸極端光源（包括來自於低輻射率玻璃的反射光）的情況下，都會褪色。

**A-1** For purposes of the Limited Warranty, the “original purchaser” means the individual or individuals who were the owners of the real property upon which COOWIN product was installed.

為實現本文所列之有限質量保證，“原始購買人”必須是鋪裝有COOWIN產品的不動產之業主。

**A-2** The term of the Limited Warranty (“Warranty

Period”) for different products

(the COOWIN Decking, the COOWIN Cladding, the COOWIN Railing, and the COOWIN Fence), and different series ( High-end, medium-end,and low-end) are different.

#### **As to the warranty terms of COOWIN Decking:**

The Warranty Term ( “Warranty Period” ) for the COOWIN Capped & Solid Decking Series shall be twenty-five (25) years for residential use from the date of original purchase, and ten(10) years for commercial use from the date of original purchase.

#### **The Warranty Term ( “Warranty Period” ) for the normal COOWIN Round Hole Decking Series**

shall be fifteen (15) years for residential use from the date of original purchase, and ten(10) years for commercial use from the date of original purchase.

#### **The Warranty Term ( “Warranty Period” ) for the normal COOWIN Square Hole Decking Series**

shall be ten(10) years for residential use from the date of original purchase, and five(5) years for commercial use from the date of original purchase.

#### **As to the warranty terms of COOWIN Wall Cladding:**

The Warranty Term ( “Warranty Period” ) for the COOWIN Wall Cladding Series shall be twelve(12) years for residential use from the date of original purchase, and eight(8) years for commercial use from the date of original purchase.

#### **As to the warranty terms of COOWIN Railing/Fence:**

The Warranty Term ( “Warranty Period” ) for the COOWIN Railing/Fence Series shall be ten(10) years for

residential use from the date of original purchase, and five(5) years for commercial use from the date of original purchase.

COOWIN warrants of the COOWIN products noted above that, for the specific Warranty Periods, such products shall remain free from material manufacturing defects, or structural damages caused by termite, insect, or rot.

COOWIN 的有限質量保證期限根據不同產品（地板牆板扶手連接件）不同系列（高中低端）設置不同保修期限。

地板質保期：

自購COOWIN的共擠系列和實心系列產品民用保質期買之日起25年，商用質保期自購買之日起10年；

COOWIN的普通圓孔系列產品民用保質期自購買之日起15年，商用質保期自購買之日起10年；

COOWIN的普通方孔系列產品民用保質期自購買之日起10年，商用質保期自購買之日起5年

牆板質保期：

自購COOWIN的牆板系列產品民用保質期自購買之日起12年，商用質保期自購買之日起8年；

扶手/柵欄質保期：

自購COOWIN的扶手系列產品買之日起10年，商用質保期自購買之日起5年；

以上保證針對：做工和材料上的材料缺陷，白蟻、昆蟲、腐爛等造成的結構性損壞

自產品最初購買之日起算，購買人在此質保期內應持續擁有相關不動產的所有權。

**A-3** The term of the Limited Warranty (“Warranty Period”) for the COOWIN Plastic Clips shall be fifteen

(15) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the COOWIN product was installed.

COOWIN塑料配件的有限質量保證期限（“質保期”）為十五（15）年，自產品最初購買之日起算，購買人在此質保期內應持續擁有相關不動產的所有權。

**A-4** The term of the Limited Warranty (“Warranty Period”) for COOWIN Metal Clips shall be twenty (20) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the COOWIN product was installed.

COOWIN金屬配件的有限質量保證期限（“質保期”）為二十（20）年，自產品最初購買之日起算，購買人在此質保期內應持續擁有相關不動產的所有權。

**A-5** COOWIN written instructions are available from your COOWIN dealer or your contractor or from COOWIN official website at [www.coowingroup.com](http://www.coowingroup.com). 您可從您所在地的COOWIN經銷商處或您的承包商處，或COOWIN官網[www.coowingroup.com](http://www.coowingroup.com) 獲取COOWIN的書面說明。

**A-6** In the event of a failure of the above described COOWIN products within the applicable Warranty Period as warranted above, when properly installed, used and maintained in the manner required by this Section 1, COOWIN will replace the nonconforming item in the manner set forth in Section 2 below.

如上述COOWIN產品在質保期內發生上述質保範圍內的不合格情況，且您已按本文第一條所述的方式對產品進行了安裝、使用和保養的，COOWIN將按照本文以下第二條所述的方式更換不合格部分。

**A-7** The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied)

COOWI makes for the above described COOWIN products. The Limited Warranty is subject to all terms and conditions stated herein and no one (including but not limited to a COOWIN dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. COOWIN makes no other representation, guarantee or warranty regarding any COOWIN product. No one is authorized to make any representation, guarantee or warranty on COOWIN's behalf, and COOWIN shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any COOWIN Product other than as expressly stated in this Limited Warranty.

本文所列有限質量保證為COOWIN針對上述COOWIN產品做出的唯一質量保證（包括書面與口頭保證，以及所有明示或意涵保證）。COOWIN提供的所有質保均以遵從本文所列條款條件為前提，COOWIN從未授權任何人（包括但不僅限於COOWIN的經銷商、安裝人員、中間商、代理人或員工）對本有限質量保證進行修改、擴充或增加。COOWIN從未針對COOWIN的任何產品做出任何其他聲明、保證或擔保，也未授權任何人代表COOWIN做出任何聲明、保證或擔保；COOWIN對與本文所列產品之外的任何其他COOWIN產品相關的任何聲明、保證或擔保均不承擔任何責任，也不受其約束。

**A-8 THIS LIMITED WARRANTY COMPRISES COOWIN'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH COOWIN PRODUCTS. COOWIN DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY,**

**CONDITION, SUITABILITY, OR PERFORMANCE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. COOWIN EXCLUDES AND WILL NOT PAY FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL COOWIN BE LIABLE FOR ANY DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) WHICH EXCEED THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.**

本有限質量保證構成COOWIN與COOWIN產品相關的唯一且完整的質量保證與義務。COOWIN據此否認並排除所有其他的明示或意涵質量保證，包括但不僅限於針對產品適銷性、產品是否適用於某一特定目的、產品的質量、條件、適用性、或性能做出的任何質量保證。所有未有效否認的意涵的質量保證，包括產品適銷性以及產品是否適用於某一特定目的等等，都僅限於相關的時效範圍內，且在任何情況下都不得超出相關的質保期外。COOWIN對任何附帶或間接損失均不承擔責任，也不會做出任何賠償。任何情況下，如出現缺陷產品，都不得要求COOWIN對超出實際採購價格之外的任何損失（無論其性質或情況如何）承擔賠償責任（缺陷產品的採購價格應按本文所列質保計劃按比例進行調整和計算）



## B·COOWIN CLAIMPROCEDURE 索賠程序

**B-1** In order to proceed with a warranty claim against COOWIN, the Purchaser must send to COOWIN a copy of this warranty document, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming COOWIN product. All warranty claims should be forwarded to the COOWIN's address. Purchaser's original proof of purchase must be from COOWIN or an authorized COOWIN product dealer. The proof of purchase was also show (a) the date of the original purchase and (b) that sufficient COOWIN product has been purchased to cover the number of linear feet or meter claimed to be damaged. All warranty claims must be received by COOWIN within the applicable Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the COOWIN product.

在向COOWIN提出產品質保索賠時，購買人應向COOWIN提交一份本質保文件的複印件，以及一份原始購買憑證，和能夠證明COOWIN產品存在缺陷或不合格的照片或其他證據。所有質保索賠都應寄達本文COOWIN的地址。購買人提供的原始購買憑證必須由COOWIN或經過授權的COOWIN產品經銷商簽發，且購買憑證需顯示(a) 原始購買日期，並(b) 證明購買人已購買了足以覆蓋據稱已受損的直線英尺數或米數的COOWIN產品。所有質保索賠都必須在相關質保期內提交給COOWIN，且在任何情況下都不得遲於發現COOWIN產品可能存在缺陷或其他不合格之後三十(30)天內。

**B-2** Upon discovering a possible defect of any COOWIN product, Purchaser shall, at Purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all property and

persons that could be affected. Purchaser is not authorized to make any permanent repairs or remove any of the COOWIN products prior to COOWIN having confirmed its claim investigation and, should Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty provided by COOWIN. No COOWIN products shall be returned to COOWIN unless directed and authorized by COOWIN in writing to do so. Any removal or disposal of defective COOWIN products shall be at Purchaser's sole cost and expense.

一旦發現COOWIN產品可能存在缺陷，購買人應自付費用進行臨時修復或將受影響區域隔離起來以保護所有可能受影響的財產或人員。在COOWIN確認索賠調查之前，COOWIN並未授權購買人進行任何永久性修復或移除COOWIN的任何產品；如購買人違反該規定，此等違反行為將使COOWIN所提供的有限質量保證失效並終止。除非COOWIN以書面形式要求並授權購買人將COOWIN產品退回至COOWIN，否則任何人不得進行此等行為。對COOWIN的缺陷產品進行移除或處理所產生的費用由購買人負責。

## C·GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

### 一般條款、特殊條款和限制條件

**C-1** Purchaser's sole remedy, and COOWIN's sole liability to Purchaser, for (a) any claim whatsoever relating to the COOWIN product, (b) any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of COOWIN products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or (c) any claims that the COOWIN products failed to perform as warranted above, is and shall be limited to COOWIN's replacement of the defective COOWIN product. COOWIN shall not be responsible for the costs associated with the installation of the replacement COOWIN product or the disposal of the defective COOWIN product.

對於(a) 與COOWIN產品相關的任何性質的索賠；(b) 因為COOWIN產品的營銷、採購、安裝、使用、儲存、佔有或保養而產生的所有索賠（無論此等索賠是否因為合同、質保、侵權、嚴重疏忽、疏忽、嚴格責任、法令法規或其他原因而產生）；或(c) 任何宣稱COOWIN產品未能達到上述質量保證所述性能的索賠，購買人所能獲得的唯一補救措施以及COOWIN應向購買人承擔的唯一責任都僅限於COOWIN對存在缺陷的COOWIN產品進行更換。

COOWIN對因為更換COOWIN產品或處理存在缺陷的COOWIN產品而產生的安裝費用概不負責。

**C-2** COOWIN's obligation to provide replacement product shall only be in an amount equal to the volume (linear feet or meter) of defective material as listed on the

Prorated Warranty Schedule contained herein or the number of defective COOWIN Fasteners. COOWIN's replacement obligation allows COOWIN to provide products as close in colour, design and quality to the original installation as reasonably possible, in COOWIN's discretion and determination. Purchaser acknowledges that COOWIN does not guarantee an exact match as colours and designs may change. Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. In COOWIN's sole and absolute discretion, COOWIN may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

COOWIN提供替換產品的義務僅限於提供與本文所含質保分攤比例計劃中所列的缺陷產品體積（直線英尺或米）相同數量的產品，或與存在缺陷的COOWIN配件數量相同的配件。COOWIN在履行義務時，可以自行判斷和決定在顏色、設計和質量方面與初裝產品盡可能合理相近的產品進行更換。購買人同意，因為產品顏色和設計可能會發生變化，所以COOWIN無法保證更換產品與原產品完全匹配。購買人同意使用合適的配件對已鋪裝好的板材重新鋪裝，而無需考慮現有的鋪裝方法。COOWIN可單方面自行決定選擇向購買人退還一定比例的初始購買款，退款比例參照質保分攤比例計劃中所列的退款比例，並因此而無需對缺陷產品進行更換。



## COOWIN LIMITED WARRANTY

**C-3** Under no circumstances whatsoever shall COOWIN be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the COOWIN products or resulting, directly or indirectly, from any defect in the COOWIN products, including, but not limited to damage to, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if COOWIN is expressly advised about the possibility of such damages. Some states do not

Percentage Recovery 賠償比例	10 Year of Warranty Claim 10年質保使用年期	15 Year of Warranty Claim 15年質保使用年期	20 Year of Warranty Claim 20年質保使用年期	25Year of Warranty Claim 25年質保使用年期
100%	0-5years	0-8 years	0-10 years	0-12 years
80%	6-7 years	9-10 years	11-13 years	12-14 years
50%	7-8 years	11-12 years	14-16 years	15-17 years
25 %	9 years	13-14 years	17-18 years	18-20 years
10 %	10 years	15 years	19-20 years	21-25 years

1. Refund the portion of the original purchase amount that is defective in quality in monetary terms.

以貨幣方式退還原購買金額中有質量缺陷產品的部分。

2. The compensation percentage is calculated according to the original purchase price of the defective product.

賠償比例按照有質量缺陷產品的原購買價格計算。

3. The Limited Warranty does not cover and COOWIN shall not be liable for any of Purchaser's transport installation, removal or reinstallation costs.

本有限質量保證並不涵蓋購買人因為運輸、安裝、移除或重新安裝而產生的費用，COOWIN對此等費用概不負責。

**C-4** COOWIN does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to, in whole or in part, to: (a) improper installation of COOWIN products, (b) failure to abide by COOWIN's written instructions, (c) failure to comply with any and all applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping, (d) use of COOWIN products beyond normal use or in an application not recommended or permitted by COOWIN's written instructions and applicable laws and building codes, (e) movement, distortion, collapse or settling of the ground or the supporting structure upon which COOWIN Products are installed, (f) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair, (g) any Act of God (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.), (h) discolouration, fading, spotting or staining from or caused, in whole or in part, by mold, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate dirt or stains), (i) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces, (j) the application of paints,

stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides, (k) fading, flaking or other deterioration of any paints, stains or other coatings placed on the COOWIN Products, (l) climate change, environmental conditions, static electricity or any cause beyond the control of COOWIN, (m) variations or changes in colour of COOWIN products, (n) improper handling, maintenance, storage, abuse or neglect of COOWIN products by Purchaser or any other party, (o) ordinary wear and tear.

對於全部或部分因為以下原因而導致的損害，COOWIN並不提供質量保證，也對此概不負責，且本有限質量保證也不得被理解成涵蓋任何針對此等傷害的明示或意涵保證：(a) 未能正確安裝COOWIN產品；(b) 未能遵守COOWIN的書面說明；(c) 未能遵守任何相關法律或建築法則，包括但不僅限於未能實施正確的結構支撐、緊固、通風或間距；(d) 未能正常使用COOWIN產品或將COOWIN產品用於COOWIN的書面說明或相關法律或建築法則未推薦使用的任何場合；(e) 鋪裝COOWIN產品的地面或其他支撐結構發生移動、變形、坍塌或沉降；(f) 因為錯誤安裝、施工、保養或維護而導致進水，並因此而導致鋪板結構故障或失效；(g) 發生不可抗力事件（包括但不僅限於洪水、颶風、龍捲風、風災、地震、雷電、冰雹等等）；(h) 全部或部分因為黴菌、發霉、其他真菌、有機物、金屬氧化或金屬粒子（包括但不僅限於因為任何配件的生鏽或腐蝕而產生的前述物質）、灰塵、其他大氣或環境污染物、諸如油脂或油類、化學品（包括但不僅限於清潔用品中發現的）等其他雜質、或正常氣候變化（表示自然風化、日曬、以及導致彩色表面鑄件褪色、剝落、粉化、灰塵或污漬堆積的其他天氣和大氣情況）所產生的掉色、褪色、長斑或染色；(i) 因為意外事故、火災或暴露在諸如烹飪設備或反光錶面等熱源環境下而導致的損害；(j) 使用油漆、染色劑、進行表面處理或使用其他化學品，包括但不僅限於清潔用品或殺蟲劑；(k) 在COOWIN產品上使用的油漆、染色劑或其他

塗料的褪色、剝落或其他變質；(l) 氣候變化、環境條件、靜電或超出COOWIN控制能力之外的其他因素；(m) COOWIN產品的色差或色變；(n) 購買人或任何其他各方未能正確處理、保養、儲存或使用COOWIN產品；(o) 正常磨損。

**C-5** No warranty is given with respect to any fasteners other than the COOWIN Fasteners. Other fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer.

對於非COOWIN提供的配件，COOWIN不提供任何質量保證。無論是否通過任何認可，均由其生產商和購買人自己提供質量保證，且相關補救措施由其生產商負責。

**C-6** Purchaser and/or Purchaser's contractor or representative is solely responsible for determining the suitability of any COOWIN products for Purchaser's property and for the installation and use of any COOWIN products. Purchaser and/or Purchaser's contractor or representative shall be solely responsible for determining whether the COOWIN product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property. Purchaser acknowledges that COOWIN does not provide architectural or engineering services. COOWIN makes no express or implied warranty or representation as to the suitability of the COOWIN Products for, or actual performance, capabilities or operation of the COOWIN Products at, Purchaser's property or under the conditions of Purchaser's use.

購買人或購買人的承包人或代表人對於確定COOWIN產品是否適用於購買人的物業以及對於安裝與使用COOWIN產品負全部

負責。購買人或購買人的承包人或代表對於確定COOWIN產品是否符合相關建築或安全法規或與購買人的物業相關的其他類似法規的要求負全部責任。購買人承認COOWIN並不提供建築或工程服務。COOWIN並未針對COOWIN產品是否適用於購買人的物業或購買人的使用條件而做出任何明示或意涵的質量保證，也並未對COOWIN產品在購買人的物業處或購買人的使用條件下的實際性能、功能或運行情況做出任何明示或意涵的質量保證。

**C-7** All warranties provided by COOWIN, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs: (a) the COOWIN product is not installed, maintained and/or used strictly in accordance with COOWIN's written instructions, (b) the COOWIN product is not installed in accordance with all applicable laws, codes and regulations; (c) the intentional or unintentional misuse of the COOWIN product, whether foreseeable or unforeseeable; (d) the failure of Purchaser to properly and/or timely maintain or repair the COOWIN product; (e) the failure by Purchaser to provide timely notice to COOWIN of any failure or defect of the COOWIN product. 如出現或發生以下任何一種或多種情況，則COOWIN所提供的包括本有限質量保證在內的所有明示或意涵的質量保證都將失效：(a) 未能嚴格按照COOWIN的書面說明來安裝、保養和/或使用COOWIN產品；(b) 未能按照所有相關法律法規或條例來安裝COOWIN產品；(c) 故意或因為疏忽而導致的對COOWIN產品的錯誤使用，無論這種錯誤使用是否可以預見；(d) 購買人未能正確和/或及時對COOWIN產品進行維護保養；(e) 購買人在發現COOWIN產品存在不合格或缺陷後未能及時向COOWIN發出通知。

## D·BINDING ARBITRATION AND CLASS ACTION WAIVER

### 約束性仲裁

**D-1** This section applies to any dispute between you and COOWIN relating to your COOWIN product which is not resolved as part of the warranty claim process. Purchaser may not proceed with any dispute resolution alternatives until and unless COOWIN and Purchaser fail to resolve Purchaser's claims during the warranty investigation process. "Dispute" will be given the broadest possible meaning allowable under law.

如您與COOWIN之間因為您所購買的COOWIN產品而發生任何爭議，且此爭議未能通過質保索賠程序解決，可使用本條之規定。只有且僅在COOWIN與購買人在質保調查過程中未能解決購買人的索賠時，購買人才可以將著手選擇其他方案來解決爭議。“爭議”在本文中表示法律允許範圍內的最廣泛的意思。

**D-2** In the event of an unresolved warranty claim, Purchaser must provide written notice to COOWIN. Such written notice must (a) include a written statement of the facts, (b) provide the name, address and contact information of the party giving it and (c) the relief requested. You must send any Notice of Dispute by registered mail to COOWIN. Purchase and COOWIN agree to attempt resolution of such dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, Purchaser is authorized to commence arbitration.

如出現未解決的質保索賠，購買人必須向COOWIN發出書面通知，該書面通知必須(a) 包括對相關事實的書面陳述；(b) 提供提出索賠一方的姓名、地址和聯繫方式，且(c)

**D-3** BINDING ARBITRATION. IF YOU AND COOWIN DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION, ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a panel of three neutral arbitrators, whose decision will be final and binding. Any court with jurisdiction over the parties may enforce the arbitration award.

結合仲裁。如果您和COOWIN不能通過非正式談判解決任何爭議，解決爭議的任何努力將由綁定仲裁專門進行。您有權在訴訟或陪審團訴訟（或作為一方或集體成員參與）的所有爭議的權利。相反，所有的爭議都將在三名中立的仲裁員組成的小組面前得到解決，他們的決定將是最終的和有約束力的。任何對當事方擁有管轄權的法院都可以執行仲裁裁決。

## COOWIN LIMITED WARRANTY

**D-4 CLASS ACTION WAIVER.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Purchaser nor COOWIN will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

類別行動豁免。在任何論壇上解決或起訴任何爭議的程序將僅以個人為基礎進行。買方或COOWIN均不會以集體訴訟，私人總檢察長行動或其他任何一方以任何代表身份行事或提議以代表身份行事的訴訟中尋求任何爭議。未經所有受影響仲裁或訴訟的各方事先書面同意，任何仲裁或訴訟都不會與另一方合併。

**D-5 Arbitration Procedure, Costs.** Any disputes arising out of this Agreement, or any other issues related thereto, shall be exclusively brought to China International Economic and Trade Arbitration Commission (the "CIETAC", <http://www.cietac.org/>) in Beijing in accordance with the then current Rules of the CIETAC. Each party shall choose one arbitrator and the two chosen arbitrators shall pick up the third arbitrator upon mutual agreement, and in case no agreement on the third arbitrator can be reached, the third arbitrator shall be designated by the president of the CIETAC. The arbitration hearings shall be conducted in Qingdao, China. The losing party shall bear the arbitration costs for both parties.

仲裁程序，費用，由於本協議引起的任何爭議或與此有關的任何其他問題，應僅在中國北京按照中國國際經濟貿易仲裁

委員會（“CIETAC”，<http://www.cietac.org/>）提供。當時的中國貿仲委規則。雙方當事人選擇一名仲裁員，雙方選定的仲裁員經雙方協商同意接受第三名仲裁員，如無法就第三名仲裁員達成協議，則第三名仲裁員由中國國際經濟貿易仲裁委員會主任指定。仲裁聽證會應在中國青島舉行。敗訴方應承擔雙方的仲裁費用。

**D-6 THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA SHALL EXCLUSIVELY GOVERN THE INTERPRETATION OF THE LIMITED WARRANTY REGARDLESS OF CONFLICT OF LAW PRICIPLES.**

無論是否存在法律原則衝突，本有限質量保證都應使用中華人民共和國法律進行解釋。

COOWIN GROUP  
Claims Department

理賠部

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