

THE BASTARD

MANUFACTURER'S WARRANTY

CONDITIONS (2019)

1. APPLICABILITY AND GUARANTEE RECIPIENT

The manufacturer's warranty (hereinafter: **"the warranty"**) as set out in these manufacturer's warranty conditions (hereinafter: **"warranty conditions"**) relates to (part of) Bastard kamados of 200 Fahrenheit B.V. (Ch. of Comm. number: 60296356, hereinafter also referred to as: **"The Bastard"**) which were delivered starting from 12 April 2014. The warranty is an addition to, and does not constitute a limitation of, legal rights.

The warranty is solely provided to, and may therefore solely be invoked by, the consumer-buyer who has purchased directly from a dealer recognised by The Bastard or from The Bastard and who uses the Bastard kamado for normal household use. Excluded from the warranty are therefore consumers who purchase or acquire from a third party, not recognised by The Bastard, as well as purchasers and/or acquirers who qualify as commercial and/or intensive users such as restorers, caterers, butchers, food trucks, food bloggers, meses etc.

2. EFFECTIVE DATE WARRANTY

The warranty enters into effect on the purchase date of (parts of) the Bastard kamado. The purchase and purchase date need to be shown by the purchaser by means of the original receipt, on which the product, the purchase date, the purchaser and the name of the recognised dealer are clearly visible.

3. REGISTRATION CONDITION & AND REQUIRED INFORMATION WARRANTY CLAIM

3.1: REGISTRATION PURCHASE

The manufacturer's warranty may only be invoked if the purchase of the product in question is registered by the purchaser with The Bastard. Registration also needs to have taken place no later than within 3 months after the purchase date, upon default of which the purchaser has no claim to the warranty. Registration is possible [here](#), or through the website: www.bastard.com. A valid receipt for the registration

is necessary as set out in article 2 of these warranty conditions. A PIN card transaction is not a valid receipt.

3.2: PROCEDURE WARRANTY CLAIM

A warranty claim needs to be submitted by the purchaser with the vendor where the product is purchased. The vendor concerns a recognised dealer of The Bastard. The original purchaser is the person whose name is noted on the receipt and who has registered the warranty. The Bastard is entitled to require a valid proof of identification in the event of doubt.

In addition to what is stipulated in article 3.1, in order to be eligible for invoking the warranty, the following information and/or documents need to be sent to the vendor of the product in writing, who then supplies this to The Bastard:

- Name purchaser
- Address purchaser
- Telephone number purchaser
- Email address purchaser
- Receipt with on it the product, the purchase date and name of the recognised dealer
- An accurate description of the problem, the damage or the defect part
- Photos of the problem, the damage or the defect
- Serial number (if present)

4. DISPATCH & DELIVERY

4.1: DISPATCH

The Bastard is not liable for dispatch, order, labour or packaging costs, export/import duties, VAT and other levies taxes as a result of a claim under the warranty, service, repair or return, unless this is approved by The Bastard in writing.

4.2: DELAYED OR NON-PERFORMANCE DELIVERY

The Bastard is not liable for delayed or non-performance of the warranty if this is the result of an event or unforeseen circumstance which is outside of the control of The Bastard, such as, but not limited to, force majeure, war, government restrictions or impediments, strikes, fire, flood, pandemic, transport delays or decreased production capacity and/or material stock.

5. CONTENT OF THE WARRANTY

5.1: RELATIONSHIP TO LEGAL WARRANTY AND OBLIGATION TO COMPLAIN

The manufacturer's warranty needs to be distinguished from legal warranty. Legal warranty and manufacturer's warranty is an obligation between the purchaser and the vendor. The legal warranty and manufacturer's warranty is not an obligation between the purchaser and the manufacturer. An invocation of the warranty needs to be made within the same period as with legal warranty, that is to say within a reasonable period after the discovery, for which a notification within a period of two months after the discovery counts as in a timely manner and after two months as being untimely.

5.2 DEFECT AND INCORRECT PRODUCTS

The warranty comprises in the event of a defect part, that this part, provided that it was used and maintained in the correct way, is replaced, but only to the extent that the part to be replaced is still

deliverable. If a part to be replaced is no longer deliverable, an offer is possibly made of a new product or similar replacement product. Depending on the residual value of the current product, additional payment may be applicable, and the value of the part to be replaced is settled. For this the following residual value is applied on the basis of year:

- <2015: 25%
- 2016: 30%
- 2017: 40%
- 2018: 50%
- 2019: 60%
- 2020: 70%
- 2021: 90%

If a replacement part is not directly deliverable, the purchaser is informed whether the product in question can be used in the meantime.

If an entire new product is delivered with delay as a result of a production fault or manufacturing defect, and the product is used by the purchaser in the meantime, then it needs to be handed in/returned clean (if applicable) when handing in/returning the product in question.

In the event that an incorrect product was delivered (a different product than purchased/ordered) this product may be exchanged/returned free of charge with the vendor where the product was purchased. If the product has been put to use while the purchaser knows that it concerns an incorrect product and the use results in the product no longer being saleable, the costs for the used product may be charged with the purchaser in addition to the delivery of the correct product.

5.3: DISTINCTIVE WARRANTY PROVISIONS

5.3.1: Ceramic dome and base

A The Bastard ceramic cooker (XL, Large, Medium, Compact, Small) features a lifetime warranty on production and manufacturing defects of the ceramic dome (lid) and the ceramic base (bottom). Lifetime warranty is meant to be understood as a 20-year period.

5.3.2: Ceramic fire box and fire ring

A The Bastard ceramic cooker (XL, Large, Medium, Compact, Small) features a 2-year warranty on production and manufacturing defects of the ceramic fire box and the fire ring.

5.3.3: Colour and structure

Ceramic is a natural product which makes each The Bastard kamado unique and there may therefore be variations in its colour and structure. In the event of any replacement of it, the colour, structure and/or texture may deviate, this is not a production or manufacturing defect. No rights may therefore be derived from this. The warranty expressly does not comprise that in the event of replacement a dome or base of an identical colour, structure or texture is provided.

Visual irregularities which are inherent to the manufacturing process are not errors and therefore excluded from the warranty.

5.3.4: Maintaining functionality

In a ceramic product such as a The Bastard kamado, (white) fine cracks (craquelé) may be present in the coating of the ceramic (enamel coating). In addition, these may arise as a result of the expansion and contraction of the ceramic base and dome by heating and cooling. The craquelé is a characteristic of glazed ceramic products. This is not a product or manufacturer's defect and is therefore not covered by

the warranty, unless there is a structural decrease of the functionality of the kamado as a result of this and/or it results in a complete fracture of the ceramic base and/or dome. For other impairment which does not affect the functionality of the Bastard kamado, such as scratches, dents, chips, variations in colour and other purely cosmetic impairments, the warranty cannot be relied on. If this does take place, it is excluded from the warranty.

5.4: PLATESSETTER

The platesetter comes with a warranty of 2 years on production and manufacturer's defects. This concerns both the stainless steel frame and the ceramic stone.

5.5: WOODEN PARTS

Wooden parts such as the side tables and handle come with a warranty of 1 year on production and manufacturing defects.

The side tables and the handle are made of bamboo. Bamboo is a natural material which is sensitive to moisture. Normal weathering, mould and/or cracks may arise in the (bamboo) wooden and bamboo parts in a moist environment. Also if the Bastard kamado is protected by, for example, a rain cover and/or is sheltered, for example under a roof cover or shed. Therefore, impairment of (bamboo) parts is not covered by the warranty unless there is a case of structural decrease of functionality of the kamado. The Bastard advises to maintain the (bamboo) wooden parts, as noted on the [maintenance page](#) of The Bastard.

5.6: DOME THERMOMETER

The dome thermometer comes with a warranty of 1 year on production and manufacturer's defects.

In a moist environment, condensation may arise in the thermometer, also if the kamado is protected by a rain cover and/or is sheltered, such as under a roof cover or shed. Condensation in the thermometer is therefore not included under the warranty unless this results in a structural decrease of the functionality of the thermometer, and/or reading the temperature has become impossible. Suggestions to prevent and/or remedy this can be read on the [maintenance page](#) of The Bastard.

5.7: FELT/INFINITY GASKET

The fiberglass gasket and the felt comes with a warranty of 6 months on production and manufacturer's defects.

The felt and the infinity gasket need to be replaced if this becomes flat and/or smooth, and/or starts to unravel. The ceramic of the Bastard kamado can get damaged if this is replaced too late. Ceramic damage as a result of late maintenance is excluded from the warranty.

5.8: METAL PARTS

The parts of metal, stainless steel and cast iron of the Bastard kamado (such as the metal straps, the underframe, the hinge, top cap, grille and ventilation) come with (with exception of the frame of the platesetter, see art. 5.3.4. for this) a warranty of 5 years, on production and manufacturer's defects.

The Bastard makes every effort to use corrosion-resistant materials and coating on metal surfaces which are resistant against high temperatures. However, metal materials and protective coatings may be affected by surface scratches or exposure to substances and circumstances outside of the control of The Bastard. Also if the Bastard kamado is protected by a rain cover and/or is sheltered, for example under a roof cover or shed, corrosion may occur. Exposure to, among other things, moisture, chlorine, industrial fumes, chemicals, fertilisers, pesticides for the lawn and salt may impair the lacquer and finish on metal coatings. This also refers to extreme use, such as use near the sea. Degradation of metals, stainless steel and cast iron parts by rust, oxidation, fading or other imperfections are not the result of production faults

and manufacturing defects, and are therefore not subject to the warranty unless this degradation results in definition defect of these parts. To prevent this, The Bastard advises to maintain the steel parts, as noted on the [maintenance page](#) of The Bastard.

5.8: ACCESSORIES

Accessories of the Bastard kamado come with a warranty of 2 years, on production and manufacturer's defects, unless it concerns consumer items of which the service life is reasonable shorter than set out above.

5.10: CONSUMABLES

Consumables such as charcoal, smoking wood and cleaning products, do not come with warranty.

6. WHAT IS NOT COVERED

6.1: INCORRECT USE, ASSEMBLY, TRANSPORT & MAINTENANCE

The warranty is based on normal and reasonable household use of the Bastard kamado for which the security instructions, instructions for use and maintenance instructions of The Bastard are complied with by the purchaser. These instructions can be found [here](#). Each liability as a result of incorrect use and/or maintenance including liability for direct, indirect, additional or consequential damage is expressly ruled out by The Bastard.

Damage caused by incorrect transport, falling, incorrect assembly and/or incorrect support is ruled out from warranty. The Bastard kamado can only be transported in the upright position and cannot be tilted.

The Bastard kamado needs to be put in an underframe of The Bastard or, in the case of a Solo kamado, in a furniture which complies with the instructions of The Bastard. A Solo needs to be put exclusively on a metal underframe or built-in table, at a sufficiently fire-resistant solid barrier such as a 5 cm thick concrete tile, metal table stand or metal table nest. For placement on a metal sheet in a wooden table, there needs to be an air layer between metal and wooden surface because of heat conduction and burning of wood.

Consequences of changes negligence, misuse, incorrect care, overdue and/or insufficient maintenance of the (parts of the) The Bastard kamado are excluded from warranty.

Damage as a result of the use of lighter fluid or any combustible mixture whatsoever in the Bastard kamado is excluded from the warranty. This is a dangerous practice and may result in damage and/or serious injury. The Bastard expressly rules out any liability for direct, indirect, additional or consequential damage which follows from this.

6.2: NORMAL WEAR AND TEAR

Normal wear and tear, corrosion, deformation and discolouration with normal use and maintenance may also occur earlier than set out in the manufacturer's warranty. Normal wear and tear which does not result in a structural decrease of the functioning is excluded from warranty, also if it occurs within a shorter period of the manufacturer's warranty of the part in question. This includes examples such as discolouration, fading of prints/letters/marks, rust, wood weathering, moisture in thermometer, small ceramic damage such as scratches.

Visual irregularities which are inherent to the manufacturing process are not errors and therefore excluded from the warranty.

6.3: ASSEMBLY OF RESERVE PARTS

Assessment of production and manufacturing defects and/or transport damage for warranty may only be carried out by The Bastard. Also if a vendor/recognised dealer makes a different assessment, The Bastard may deviate from this. Upon discovery of production and manufacturing defects and/or transport damage, The Bastard determines whether this can be solved by means of repair, or replacement of the product. If it is determined that repair is possible, whether or not by dispatch of a new part and/or accessory, replacement of the product cannot be claimed by the purchaser.

The Bastard handles dispatch of replacement reserve parts to the recognised dealer in question where the product is purchased or directly to the purchaser of the product, provided that the purchaser is located in the same country as the vendor (recognised dealer). If the address of a purchaser is a different country than the address of the vendor (recognised dealer), then the dispatch costs to another country are charged to the purchaser.

The dispatch address is determined by The Bastard, just like the period in which the part in question is dispatched. The Bastard determines whether the product can be used in the meantime.

The purchaser is responsible for assembly of the new part. The Bastard makes a correct instruction available for this. Damage as a result of incorrect assembly is not covered by the warranty. Costs as a result of assembly because of, for example, hiring a mechanic, is not covered by the warranty.

By repair or replacement of parts in the way and during the time period as determined in the warranty, all obligations are met in accordance with the warranty and/or any direct and/or derived liabilities of The Bastard.

6.4: MAKING CHANGES

Damage as a result of making changes to (internal and external parts of) the The Bastard kamado, including the drilling of holes or adjusting parts, the use of other parts in the The Bastard kamado other than originally involved of The Bastard, and/or the use of parts in another manner than intended by the manufacturer, is excluded from the warranty. If such changes take place, the complete warranty to The Bastard lapses.

6.5: TRANSFER

The warranty is not transferable. The manufacturer's warranty only applies to the first purchaser of the product. If a product of The Bastard is resold, then the manufacturer's warranty lapses.

If a product of The Bastard has been won, then the winner is only eligible to the warranty if evidence of the giveaway can be submitted, provided by the organisation of the giveaway, and if other provisions of these warranty conditions are complied with, including, but not limited to, the registration condition as referred to in art. 3 of these warranty conditions.

In addition, the win certification also needs to note the name of the organiser or the giveaway, the product, the name of the recognised dealer where the product is acquired, the date of winning and the name of the winner.

If The Bastard is gifted, then the original purchaser (the giver) needs to register the Baster or the receiver the kamado in order to be eligible for the manufacturer's warranty.

6.6: DISCOUNT

If a discount is granted by the vendor upon purchase of (parts of) the Bastard kamado, for example because a part is damaged, then no warranty is provided for that specific part.

6.7: LIMITATION

To the maximum extent permitted by law all legally prescribed, express or tacit warranties, including tacit warranties of saleability and suitability for a certain purpose, do not extend beyond this warranty. Liability for additional, special and consequential damage is ruled out.

7. HEADINGS

The headings used in this warranty are solely for convenience, and the conditions of the warranty are not changed because of these.

8. AMENDMENT WARRANTY CONDITIONS

The Bastard provides the warranty without obligation and The Bastard is allowed to amend the warranty conditions at any time at own discretion. The warranty conditions of The Bastard as they apply at that time will always apply when the warranty is invoked by a purchaser. These may deviate from the warranty conditions which were used at the time of the purchase of (parts of) the Bastard kamado by the purchaser.

9. DUTCH LAW

The Dutch law applies exclusively to the present warranty conditions. The court of Amsterdam has exclusive jurisdiction to decide in the event of a dispute.

These manufacturer's warranty conditions were originally drawn up in the Dutch language which makes it the source text. Its translations will be interpreted, explained and clarified to the prevailing Dutch meaning, both grammatical and legal. In the event of contrariety or unequal meaning between a word, sentence or part in the Dutch manufacturer's warranty condition and its translation, the meaning of the Dutch version always prevails.

10. CONTACT

For questions, comments, suggestions or ideas, please visit our site www.bastard.nl or contact us. Visiting one of our [dealers](#) is also possible.

The Bastard
Ingenieur Lelyweg 8,
2031CD Haarlem
Website: <https://bastard.nl> & [Customer service](#)

Ch. of Comm. number: 60296356
VAT number: NL853847940B01