

# Warranty CONDITIONS

## FOR THE PRODUCTS OF EVERTILE A.S. Wording valid as of the 1<sup>st</sup> of January 2015 REGULATIONS AND PROVISIONS of the Warranty

### I. SCOPE OF THE Warranty

1. The liability for defects, forthcoming from the law, is valid for the duration and scope stipulated by the respective law by the norms valid in the country of the buyer; especially for the **proper production quality** and **resistance to general climatic effects or apparent production defects**. Liability for defects lies with the producer only when the product has been handled and used, after delivery, in accordance with conditions valid for the Limited Warranty, see paragraph 2.2.1. to 2.2.8. of these Warranty Conditions.

2. Liability stipulated by law for product defects is extended by the **Limited Warranty under the following conditions:**

#### 2.1. Period of the Limited Warranty is in effect for:

**Products: EVERTILE, COPPO and EVERGREEN: 50 years for waterproofing and 5 years for surface coating**

**Products: EVERTECH G2-100 and EVERGLAZE: 30 years or waterproofing and 5 years for surface coating**

**Product: EVERTECH G2-50, EVERGREEN OPTIMA, COPPO OPTIMA: 20 years or waterproofing**

#### 2.2. Scope of the Limited Warranty:

2.2.1. The Limited Warranty covers waterproofing for roof tiles. Waterproofing is considered to exist as long as there is no rust-through or other damage to the integrity of one or more roof tiles (parts). No leaks in the roof may arise, during the period of the warranty, by way of rust-through of the base material.

2.2.2. The shade of colour and thickness of the surface finish (incl. the amount of granulate) or the level of sheen can change during the warranty period, evenly for surfaces facing the same direction and with the same exposure to the sun's (UV) radiation. The Limited Warranty doesn't extend to natural weathering, e.g. fading, chalking, grinding by ice and snow, or damage by stepping on it, or other mechanical damage, or effects caused by dirt and natural processes.

2.2.3. The Limited Warranty covers hidden defects in the material. The Limited Warranty excludes damages and defects that have occurred as a result of mechanical damage, accidents, natural disasters, or which have arisen due to incorrect storing, handling, wrong or unsuitable utilization, installation, or maintenance.

2.2.4. The Warranty covers the peeling of surface finish on the surface of the product, except for areas affected mechanical disruption to the surface or places affected by a person's movement (maintenance and installation of equipment, chimney, etc.) except for on the steps and crawling boards. The Warranty for peeling doesn't cover roofing material installed at temperatures of less than 5 °C, especially in areas of nailing, bending and cutting.

2.2.5. The Limited Warranty doesn't cover defects caused by using goods that are abnormally soiled in a corrosive environment, contaminated by a higher concentration of chemical or biological materials (e.g. air containing salt, bio-gas, sulphuric compounds, in constant contact with water, acids, etc.), which can have an effect on the corrosive protection and surface finish of the material. The registered warranty doesn't cover buildings at a distance of less than 1000m from a sea coast, or similar saltwater zones, nor for building at a distance of less than 2000 m from chemical or other industrial or agricultural facilities which increase the chemical or biological load.

2.2.6 All parts containing polycarbonate or plastic parts or works are excluded from the Limited Warranty. These parts are covered only by liability for defects stipulated by Law, or by an independent warranty, in the case that the producer offers one.

2.2.7. The Limited Warranty doesn't cover defects that have arisen related to replacing original construction parts and accessories with others which aren't authorized by the producer, using unsuitable tinsmith's materials and also for roofs, during the installation of which the rules and recommendation published by the producer have been violated (see Installation Manual) or general construction principles and norms for designing pitched roofs. The Warranty does not apply to roofs where there is no roof ventilation, using **original ventilation parts**, in the required amount, or another ventilation system supported by a technical calculation.

2.2.8. The Limited Warranty does not cover defects caused by contact with or runoff of water from other construction parts, including copper, cement, lime, bitumen, corroding metal, contaminated soot from heating appliances or animal excrement. The Limited warranty doesn't extend to corrosion or damage to the surface by using another fixing material, other than the **original stainless steel nails or screw-nails** which are supplied by the producer of the Product (roofing material).

## II. EFFECTIVE DATE OF THE WARRANTY

### LIABILITY FOR DEFECTS (STIPULATED BY LAW)

Returned goods based on legislated liability for defects (hidden or apparent manufacturing defects) can be exercised automatically by the owner, within the set timeframe starting from the date the product was purchased. In principle, the countdown of the timeframe for exercising liability for defects is initiated with the handover of goods to the buyer.

### LIMITED WARRANTY

A manufacturer's extended "**Limited Warranty**" is gained by the owner, only upon fulfilling the following conditions:

#### 1. Warranty Certificate

2.1 **The seller issues the owner a Warranty Certificate** confirming a Limited Warranty for products listed on the invoice, to be done within 60 days of the day of selling/delivering the goods. The Certificate of Warranty must include the production number of the products, a designation of their colour, type and quantity. The Certificate of Warranty must be issued to the name of the specific owner of the product and furthermore must include the date issued and identification and confirmation of the seller. The warranty period starts on the day the product is purchased. The seller can use the Warranty Certificate form provided by the producer or use their own form.

2.2. **By issuing the Certificate of Warranty, the seller neither assumes** nor anticipates responsibility for the accuracy of its installation and/or utilization, except for in cases for which the seller also installs the product.

2.3. The **Seller** isn't authorized to change the warranty conditions of the Limited Warranty of the producer. Individual warranties provided by the seller to the owner of the product don't bind the producer in any way. The seller has the right to shorten the warranty periods. The producer doesn't carry responsibility for an incorrect or incomplete interpretation of the warranty conditions on the part of the seller and doesn't take on responsibility for damages caused by an erroneous procedure during their application.

#### 2. Warranty Transferability.

The Limited Warranty is transferable to a new owner, as long as the new owner asks the seller for it. Transfer of the warranty can be refused by the seller in the case that the original owner fails to pay the purchase price or the seller is familiar with a condition of the product which precludes exercising the warranty.

## III. EXERCISING RIGHTS FROM LIMITED WARRANTIES/ COMPLAINTS.

1. Claims for goods due to defects must be exercised in writing and sent by e-mail, registered post or personally delivered to the address of the seller within 30 days of discovering the defects. The claim must include the name and address of the owner of the product, the date that the defects were first discovered, the number and types of defective parts, a total description of the defects, including photo documentation and the date the roof was installed.

2. Legislatively mandated liability for claims for potentially hidden or noticeable defects can be automatically exercised by the owner after purchasing the goods. In order to exercise rights resulting from legal liability for defects, the owner is required to submit proof of purchase, from which it is possible to ascertain identification of the material, colour, seller and all the parts bought.

3. In order to exercise the Limited Warranty (claims due to defects), the owner of the product must also submit **a copy of the Certificate of Warranty**, in addition to information according to III. /1.

4. No repairs or intervention may be performed to defective products before exercising and dealing with the claim, unless the producer/seller gives written authorization, or if a delay would threaten further damage to the property of the owner or third parties. In the case that repairs must be performed without delay, the owner is required to prepare detailed and corresponding photo-documentation of the condition before repairs were initiated and keep all documented pieces for subsequent control and care.

5. Representatives of the producer/seller must be allowed to conduct a detailed inspection of defective products in the state that the defects were discovered, with the intention to investigate, without at all, in any way, foreseeing the validity of the Warranty.

6. **Claims due to apparent production defects must be exercised before using (installing) the goods.** In the case that such a defect is found during installation, or doubts have arisen as to the defect free state of the product, the installation company is required to immediately stop work and immediately inform the seller. Installation must be stopped completely until the representative of the producer/seller has issued a written statement. This procedure is especially used when identifying random defects in the surface, colour shade, or shape of tiles and accessories.

7. The seller is required to immediately submit all documentation for the product and request an appraisal of the defects from the producer, who will issue a written declaration, either accepting, or refusing the claim, within 30 days of exercising the claim, respectively from the day of delivery (completing) the materials for the claim. The producer doesn't accept responsibility for a wrongful evaluation of the legitimacy of a claim by the seller.

#### **IV. COMPENSATION.**

1. In the case of a claim for products due to them having defects is deemed justified, the producer undertakes to deliver replacement goods in the volume of the defective parts (without compensating disassembly/assembly), or to give a refund for defective parts (reduced by 1/50<sup>th</sup> (30; 20) of the original value of the defective products for each year, rounded up to the next complete year, starting the day that the registered warranty went into effect. The producer will not compensate any other expenses, losses or damages.

2. A statement on the acceptance or refusal of a returned goods claim is sent in writing by the seller to the owner within 30 days of performing an onsite inspection, if it has been requested, or from the day of delivering (completing) the complete materials for returning the goods. Compensation, in the case of an authorized returning of goods, is provided within the timeframe mandated by law. This timeframe can be extended by the delay caused by the owner, if his cooperation is necessary for performing replacement or by agreement of both parties.

#### **V. GENERAL LIMITATIONS**

1. Neither the limited warranty, nor the responsibility for defects is related to damages caused by an accident, fire, abnormal atmospheric conditions: natural disaster, war, terrorism, or force majeure.

2. A limited warranty or legally stipulated responsibility for defects regarding only those goods specified by name in the Certificate of Warranty/Proof of Purchase.

3. The decisive rules and regulations for the correct use and installation of goods are in the Installation Manual and the Producer's Catalogue, and respective industry norms. The producer doesn't assume responsibility due to one not being familiar with the contents of the Installation Manual, not being qualified to undertake the installation, mistakes made during the installation of the goods, or unfamiliarity with the Warranty conditions, or the conditions for the proper use of the product.

4. Claims for defective items: The Warranty is only valid provided that the purchase price for the goods has been paid in full.

5. The Limited Warranty provided is governed by the laws of the Czech Republic and no consumer rights are affected by the provision of a Limited Warranty.

Producer:

EVERTILE a.s. (joint-stock co.)

Bezručova 1601/84

Říčany u Prahy 25101

Czech Republic

Tax Id. No. 25140701

On file at the List of Company Registers at the City Judiciary in Prague, record symbol B 4814