

# 15- year operating warranty

(Last revised: 19.08.2015)

**SALAMANDER**<sup>®</sup>  
DECKING, FENCE & FACADE  
MADE OF  
Resysta<sup>®</sup>

EINE MARKE DER

**ttp** PAPENBURG

## Certificate for:

Name/Owner

Street

Post code/town

## Conditions of the operating warranty for Salamander Decking, Fence & Facade

### 1. General, material

Salamander Decking, Fence & Facade products are made of a rice polymer material which is 100% recyclable. The material boasts near-constant product characteristics over many years, which guarantee its longevity.

Salamander Decking, Fence & Facade products predominantly consist of natural materials, in which, when untreated, varnished or varnished and painted, colour differences of the kind you might encounter with real wood are to be expected. This is a characteristic typical of the product which accentuates the natural appearance of the product and is not a production defect. Because the product contains a natural component – rice husks – these natural effects may occur within and/or between production batches. The different colour intensities may also be due to different thicknesses of the varnish (e.g. due to multiple coats) and are likewise not considered to be a defect.

### 2. Warranty period

In addition to the legal claims arising from the warranty under German law and Article IX of our General Terms and Conditions, ttp Papenburg GmbH (hereinafter referred to as the Manufacturer of Decking, Fence & Facade Products) shall provide a limited operating warranty within the European Union as well as within the European Economic Area. The Manufacturer of Decking, Fence & Facade Products shall provide an operating warranty of up to 15 years from the date of assembly for products which were initially purchased through a specialist retailer approved by the Manufacturer. The warranty shall not be extended due to previous warranty cases.

### 3. Scope of the warranty

The operating warranty shall come into effect if any of the following damage patterns occur:

#### For the Salamander material:

Cracks, splintering or breakage directly and solely caused by termites, insects or soft rot fungi.

#### For the surface:

Flaking, peeling, bubbling of the Salamander varnish or the paint. Any visual considerations such as watermarks, etc. shall not be covered by the operating warranty. Furthermore, the operating warranty shall not come into effect because of signs of usage or damage (such as scratches, etc.) caused by ordinary wear and tear (for example, garden furniture or sun umbrella).

### 4. Warranty start date

If one of the above-mentioned defects has been ascertained within five years of the date of assembly, the Manufacturer – following inspection by a responsible expert – shall provide the owner with the material and labour required to repair the damaged area.

In the following ten years covered by the warranty, the Manufacturer shall provide the material to repair defective areas, but not the labour. Age-related colour differences are possible if products are replaced or repaired.

#### A company belonging to Salamander Industrie-Produkte GmbH

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The Manufacturer's liability shall relate only to the replacement of defective components from the Salamander Decking, Fence & Facade product range. Further liability of the Manufacturer for subsequent damage, fines, financial losses or claims for compensation shall be excluded. In particular, further liability for labour costs, installation, removal costs, subsequent installation, shipping costs, insurance, customs duty, taxes or licence and communication fees shall be expressly rejected.

The buyer must send receipt of purchase and a photographic damage report to the approved trade partner or to the Manufacturer within 30 days of discovering the damage. The damage report must detail the following points: Date and place of installation, any building regulations which should be adhered to, circumstances of the damage. The right to examine the damage in situ remains reserved.

### 5. Warranty exclusions

The operating warranty shall not come into effect in the case of misuse, unintended use, negligence, non-compliance with the installation and/or coating instructions, improper installation, use of third-party accessories, improper care and cleaning, product modifications by the end user, overloading, accident, fire, natural disasters and new or further product developments.

This Salamander warranty certificate must be completed before you can assert your warranty claim. Upon discovering a possible product defect, a complaint must be made immediately to the dealer specified below, no later than 30 days after discovery. The warrantee shall be obligated to grant the Salamander - Technische Kunststoffprofile GmbH expert access to the premises and building in which the product has been assembled. This is for the purpose of investigation, sampling and documentation of the disputed facade.

### 6. Technical warranty conditions

Proper use of the Salamander Decking, Fence & Facade products is required. In particular, the following conditions must be observed:

- Processing in accordance with the assembly instructions, Vergabe- und Vertragsordnung für Bauleistungen (German contract procedure for construction, VOB) and relevant DIN regulations (e.g. 18334) as well as further building regulations;
- For affixed surfaces, the coating must be implemented in accordance with the Manufacturer's processing instructions;
- Any product, which, for any reason, was found to be unsatisfactory before assembly, must not be assembled;
- Minor damage must be repaired independently;
- Please observe the care instructions;

Proper use and the warranty claims themselves shall be verified by the Manufacturer. Acceptance of the warranty claims shall be at the discretion of the Manufacturer's expert assessment.

This operating warranty must be bound to the product's intended use and product-specific handling in accordance with the written handling guidelines accompanying the product or supplied by the Manufacturer of Decking, Fence & Facade Products.

### 7. Final provisions

Deviations shall not be recognised by ttp Papenburg GmbH. The warranty shall become valid only upon receipt of full payment for the products and shall be subject to German law, with the exception of UN Sales Law. Any further statutory rights shall remain unaffected. Acceptance of warranty claims shall not suspend or interrupt the limitation period of the warranty.

processor: \_\_\_\_\_ / dealer: \_\_\_\_\_ / ttp Papenburg GmbH

Reg. Osnabrück HRB 121733  
Tax No.: 138/137/00012  
VAT ID No.: DE812608961

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Volksbank Papenburg  
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