

# 10 years Limited Warranty

This serves to document that Cembrit NV offers a Limited Cembrit Warranty of 10 years

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#### **The limited Cembrit Warranty**

is a special product warranty comprising the products delivered by Cembrit NV to the distributor from August 1, 2020 and listed on the following pages

#### **The Limited Cembrit Warranty**

is a safeguard for the owner of the property where products are installed. If the property is handed over, the new owner is then safeguarded by the limited Warranty

#### **The Limited Cembrit Warranty**

ensures that for up to 10 years after delivery Cembrit NV is liable for defects existing when the products were delivered. The limited Warranty ensures that if an original defect is found within the Warranty period, Cembrit NV undertakes, to remedy the defect in accordance with the limited Warranty conditions listed on the following pages

#### **The Limited Cembrit Warranty**

applies if the products are stored, installed, used, and maintained in accordance with the guidelines and instructions of Cembrit NV - see under [www.cembrit.com](http://www.cembrit.com)

#### **The Limited Cembrit Warranty**

applies without issuing a warranty note

Disclaimer: this page is not to be considered as part of the limited Warranty - the terms of the limited Warranty begin on page 2.

## 1. Warrantor

- 1.01 This limited Warranty is issued by Cembrit NV (Company registration number BE 0897.587.421), Cembrit NV Kontichsesteenweg 50, B-2630 Aartselaar, Belgium. Tel.: +32 292 30 15, email: info@cembrit.com.

## 2. Products comprised by the limited Warranty

- 2.01 This limited Warranty comprises: Cembrit Deco, Cembrit Patina, Cembrit Cover, Cembrit Solid, Cembrit Transparent, Cembrit Corrugated sheets, Cembrit slates, and original Cembrit accessories e.g. screws and rivets used in connection with Cembrit products (as specified below) delivered by Cembrit NV to the distributor of Cembrit NV after August 1, 2020 and used for its intended purpose as building material outside EC. The products are hereinafter referred to as "Products".

## 3. Warranty

- 3.01 This limited Warranty may be claimed by any legal person who is the owner of the Products, hereinafter referred to as the "Owner".

## 4. Warranty scope of coverage:

- 4.01 All legal rights of the Owner under applicable law (including without limitation the benefit of any condition implied thereunder) are hereby excluded, other than such of those legal rights which may not be excluded under applicable law (such rights which may not be excluded, "Mandatory Rights").
- 4.02 This limited Warranty is supplementary to the Mandatory Rights of the Owner.
- 4.03 If the Owner, taking into account the claim period stated under point 5, can prove that the Products in question had original defects in line with the points 4.04 and 4.05, Cembrit NV, at its own discretion, undertakes to either:  
(a) redelivery according to original terms; or  
(b) reimburse the purchase price for the Products; or  
(c) repair the defects to the Products in question.  
This limited Warranty cannot be extended to comprise Products free of original defects that may have been delivered to the distributor of Cembrit NV together with the defective Products. For the avoidance of doubt, transport cost, removal of damaged material and installation is not covered by this limited Warranty.
- 4.04 An original defect shall exist only if the defect existed when the Product was delivered by Cembrit NV to the distributor of Cembrit NV. An original defect in respect of a Product shall be constituted by any failure of the quality of the Product (which includes its state and condition, fitness for all the purposes for which it is usually supplied, appearance and finish, freedom from minor defects, safety and durability) to meet the standard that a reasonable person would consider satisfactory, taking account of:

- (a) any description of the Product;
- (b) the price or other consideration for the Product; and
- (c) any public statement (including in advertising or labelling) about the specific characteristics of the Product which is sold by Cembrit NV or any representative of Cembrit NV.

The assessment of whether a reasonable person would consider the quality of the Product to be satisfactory shall take in to account normal wear and tear of the Product and whether the function and appearance of the Product has been affected by impact of external factors. For the avoidance of doubt and without limitation, the occurrence of salt efflorescence/lime depositing and/or colour changes due to aging and/or weathering and any natural imperfections of the fibre cement (e.g. dots, spots, micro cracks and lack of paint adhesion on the edges) are not considered a defect and do therefore not constitute rights to damages by Cembrit NV.

- 4.05 Cembrit NV shall under no circumstances be liable for defects occurring or arising after the Product has been delivered to the distributor of Cembrit NV, including but not limited to defects that occur in connection with any transportation, storage, installation, assembly, handling or application that is carried out by the distributor of Cembrit NV or the Owner (as applicable), as well as any failure by the distributor of Cembrit NV or the Owner (as applicable) to adhere to the guidelines and instructions developed by Cembrit NV.
- 4.06 This limited Warranty shall apply only as set out in points 4.03 and 4.04 and only when the Product is used for its intended purpose. Any other losses resulting from an original defect in respect of a Product, including but not limited to downtime, loss in income as well as time, and other losses, are not covered by this limited Warranty. Personal injuries and damage to property are not covered by this limited Warranty. However, nothing in this limited Warranty limits or excludes the liability of Cembrit NV for death or personal injury caused by the negligence of Cembrit NV, fraud or fraudulent misrepresentation by Cembrit NV.

## 5. Claims and period of limitation

- 5.01 The Owner shall notify Cembrit NV about any original defect which is found in respect of a Product. Such notification shall be made in writing within a reasonable timeframe, and in any event no later than 6 months after the Owner's discovery or knowledge of the original defect and no later than 10 years after the Products have been delivered by Cembrit NV to the distributor of Cembrit NV.
- 5.02 The written notification in point 5.01 shall include all information relevant to the claim, including but not limited to information about the Product type, number of Products, reason for the claim and if possible, the Product marking. Upon receipt of a notification complying with points 5.01 and 5.02, Cembrit NV is entitled to examine the Product in question. If Cembrit NV is prohibited by the Owner from examining the Product, the claim will be refused.
- 5.03 The liability of Cembrit NV in accordance with this limited Warranty comprises liability for original defects in a Product which are claimed by the Owner against Cembrit NV in accordance with points 5.01 and 5.02 within 10 years after delivery of the relevant Product to the distributor of Cembrit NV. Subsequently, the limited Warranty is voided in respect of that Product.

## **6. Disputes**

- 6.01 In respect of anything other than the interpretation or application of the Mandatory Rights, this limited Warranty is governed by and construed under Belgian law. Any dispute arising from or in relation to this limited Warranty and that is covered by this point 8.01 shall be subject to the exclusive jurisdiction of the courts in Belgium.
- 6.02 In respect of the interpretation or application of the Mandatory Rights, this limited Warranty is governed by and constructed under the law of the jurisdiction to which such Mandatory Rights relate (the "Mandatory Jurisdiction"). Any dispute arising from or in relation to this limited Warranty and that is covered by this point 8.02 shall be subject to the exclusive jurisdiction of the courts of the Mandatory Jurisdiction.

## **7. Severance**

- 7.01 Each point in the terms of this limited Warranty operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining points will remain in full force and effect.

## **8. Third party rights**

- 8.01 This limited Warranty is between Cembrit NV and the Owner. No other person has any rights to enforce this limited Warranty.

## **9. Language**

- 9.01 This limited Warranty may be translated into languages other than English. In the event of any discrepancies between a translated version and the English version of this limited Warranty, the English version shall prevail.