

TERMS AND CONDITIONS OF QUALITY WARRANTY FOR FIBRE CEMENT CORRUGATED SHEETS AND FITTINGS

GENERAL PROVISIONS

1. The terms and conditions of quality warranty for the fibre cement corrugated sheets and fittings establish the rules on quality warranty granting and exercise in regard to these products distributed by Eternit Baltic, UAB.
2. **Main definitions:**
 - 2.1. Manufacturer - Eternit Baltic, UAB situated at the address J.Dalinkevičiaus str.2H, Naujoji Akmenė, Lithuania;
 - 2.2. Products - fibre cement corrugated sheets and fittings;
 - 2.3. Sellers - distributors of the Manufacturer's Products having entered into agreements with the Manufacturer regarding distribution of the Products;
 - 2.4. Purchasers - end users of the Manufacturer's Products: natural persons - owners of houses, construction contractors having purchased the Products from the Seller or directly from the Manufacturer and having a proof of the purchase / payment and a Warranty letter.
 - 2.5. Warranty - the Manufacturer's obligation to the Seller or the Purchaser to return back the amount paid for the Products, replace the Products or remedy their defects, if the Products are of poor quality;
 - 2.6. Warranty Period - a period, during which the Manufacturer's warranty is valid;
 - 2.7. Warranty Letter - a document issued by the Manufacturer (a warranty card, etc.) proving the terms and conditions of the quality warranty for the Products and duration of the Warranty Period;
 - 2.8. Installation Instructions - a set of rules and instructions prepared by the Manufacturer on installation of a roof with the Products;
 - 2.9. Storage Rules - a set of instructions for the Product storage prepared by the Manufacturer;
 - 2.10. Identification Number - imprints on the fibre cement corrugated sheets and connective elements (CE marking, number of shift, date of manufacture) made on one side of the sheet and marking on the other side of the sheet (factory number and letters, date of manufacture, date of colouring, shift, category of coloured products);
 - 2.11. Claim - a document filled in by a Seller or a Purchaser (the end user), when applying to the Manufacturer due to the quality problems of the Products emerged in the presumption of the Seller or the Purchaser.
3. The Manufacturer shall grant the Warranty to the Products purchased by the Sellers or the Purchasers.
4. The Manufacturer delegates the right to the Sellers to confirm the Quality Warranty for the Products issued by the Manufacturer under the terms and conditions stated herein and the agreements between the Manufacturer and the Seller.
5. In the event of any questions related to the quality of the Products purchased, the Seller or the Purchaser shall apply to the Manufacturer.

TERMS AND CONDITIONS OF THE WARRANTY

6. The Warranty Period shall start from the date of issue of a VAT invoice (proof of purchase) including name and quantity of the Products.
7. The Warranty shall apply to emerging defects of the Products, which pertain to the responsibility of the Manufacturer.
8. The Warranty shall only apply to the Products that are stored by the Purchaser in conformity with the Storage Rules and used in accordance with the Installation Instructions.
9. The Warranty Period shall be indicated in the Warranty Letter.

10. The Manufacturer warrants that the Products will retain all their good qualities throughout the entire Warranty Period.
11. The Warranty shall only be valid in the cases, if the period between the date of purchase of the Products by the Purchaser and the date of complete installation of them is not exceeding 6 months.
12. The Warranty shall not apply where a defect / damage of the Products is the result of the following reasons:
 - 12.1. due to external factors, mechanical damage, normal wear and tear, improper operation (in violation of the Product Installation Instructions published on the Manufacturer's website), usage for the purposes other than those for which the Product is intended;
 - 12.2. due to the circumstances of natural disasters or Force majeure;
 - 12.3. due to damages of the roofing caused by unskilled works of the roof maintenance and repairs; in the course of installation of additional equipment on the roof;
 - 12.4. due to changes of shades of the Products or their elements caused by environmental effects: aggressive chemicals entering on the roofing with precipitation, etc.
13. The Warranty shall not apply, if any of the following cases is detected:
 - 13.1. in the event that not all documents described in the clauses 23 and 24 herein are submitted to the Manufacturer;
 - 13.2. if documents submitted to the Manufacturer are contradictory or information is illegible or misleading;
 - 13.3. if the Manufacturer establishes that the Products are not properly stored, transported, installed.

ISSUE OF A WARRANTY LETTER

14. At the time of purchase of the Products, along with the purchase documents the Seller shall issue to the Purchaser or any other dealer a Warranty Letter, which shall include the date of issue of the Warranty Letter, name of the Seller, position and name of the Seller's representative, number and date of a VAT invoice or number and date of a cash-register receipt issued by the Seller. The representative of the Seller shall sign the Warranty Letter and confirm it with the Seller's stamp.
15. By issue of the Warranty Letter, the Seller shall confirm that the storage of the Products at the Seller has been done in a proper way.
16. The Seller shall familiarize the Purchaser with the conditions of storage and provide the Installation Instructions of the Products.

EXERCISE OF THE WARRANTY

17. The Manufacturer obliges to replace The Products with analogous Products and compensate the Product replacement costs actually incurred by the Purchaser and agreed with the Manufacturer in the cases, where the defects with a negative impact on the roofing functional quality emerge within the Warranty Period.
18. The Manufacturer shall not compensate the costs of the Purchaser for overlay (diffusion, condensing film, etc.), woodwork, waterproofing, removal and disposal of the sheets, and the potential damage of the building interior and/ the property inside the building.
19. The Manufacturer shall indemnify the Purchaser's expenses equal to the Product value in the event that defects with a negative impact on the roofing functional quality emerge within the Warranty Period and the Purchaser refuses the Products offered by the Manufacturer for the replacement of the defective Products.

CLAIM PROCEDURE.

20. The Manufacturer shall examine the claims regarding the Product quality upon their receipt from the Seller or Purchaser. The Purchaser shall be entitled to apply directly to the Manufacturer.



APPROVED BY
Director of Eternit Baltic, UAB
Order No. Y – 11
of 3rd of October, 2013

21. The claim shall be submitted in written form by filling in a template available on the website of the Manufacturer or of a free form. The Sellers shall submit claims to the Manufacturer by filling in a template agreed with the Manufacturer.
22. A claim must be submitted immediately upon detection of evident defects of the Product, but not later than within 20 calendar days.
23. Along with the claim, all the following documents must be submitted to the Manufacturer:
 - 23.1. a Warranty Letter;
 - 23.2. a proof of payment for the Products (payment for the invoice issued by the Manufacturer or the Seller);
 - 23.3. colour photographs clearly showing the potential defect of the Product, identification number of the Product, general view of the building and its surroundings, structure of the roof and elements of roofing construction.
24. The Manufacturer may request for the documents of construction / design (drawings) of the roof and other additional information or the Product samples available to the person submitting the claim for verification.
25. The Seller / Purchaser must allow the Manufacturer to verify the Product available to the person submitting the claim and its usage in order to ascertain the validity of the claim.
26. In the event of failure to submit the information requested by the Manufacturer within 30 calendar days or allow the Manufacturer to ascertain the validity of the claim, it shall be assumed that the Seller/ Purchaser waives his claim to the Manufacturer.
27. The Manufacturer shall examine the claim within 30 calendar days of the receipt of all the information required for examining the claim and shall present a reply on validity of the claim / on exercise of the warranty.
28. In the event that the Manufacturer replaces a defective Product with a Product of suitable quality or repairs the defects, the Warranty shall apply during the remaining time of the Warranty Period calculated from the date of purchase of the Product regarding which the claim has been submitted.

DISPUTE SOLUTION

29. All disputes with the Manufacturer shall be solved through negotiations.
30. In the event that the parties fail to find a solution through the negotiations, all disputes regarding the Warranty of the Manufacturer shall be resolved under the procedure provided for by the legislation of the Republic of Lithuania.

Revision: 2013/10