

Brzezine, 7th February 2023

WARRANTY FOR THE TIMBERNESS COMPOSITE BOARD SYSTEM

I. WARRANTY STATEMENT

Fiberlab S.A. company with its registered office in Brzezine 387, 32-014 Brzezine, hereinafter referred to as "the Guarantor", issues a warranty for the purchased composite board system Timberness, hereinafter referred to as "the System", consisting of terrace boards, beams, finishing strips and fitting elements, hereinafter referred to as "the Products".

II. TERMS OF WARRANTY

1. The warranty, from the date of purchase stated in the invoice, is:
 - a. 25 years for the FOREST and FOREST Plus boards;
 - b. 20 years for the SELECT board;
 - c. 10 years for the CITY board;
 - in the case of rotting and decaying due to the direct impact of fungi, bacteria and insects, splitting and structural damage;
 - a. 10 years for the FOREST and FOREST Plus boards;
 - b. 7 years for the SELECT board;
 - c. 5 years for the CITY board;
 - in the case of cracks - with the exception of cracks caused by an impact load or mechanical damage.
2. The warranty is granted only if the whole sale price for the Product under warranty was paid.
3. The warranty is granted for the installed Product only if the System is complete (i.e. includes boards, beams, fitting elements, finishing strips) and is used as intended, in accordance with the instructions and its operation is normal.
4. The warranty covers only the Systems installed in the European Union and Switzerland.
5. The warranty does not cover:

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- a. physical and aesthetic changes caused by normal use of the Product (wear);
 - b. physical and aesthetic changes (especially the change of colour, texture or shade) of the Product due to the passage of time, exposure to weather conditions and aging (seasoning and patination);
 - c. physical and aesthetic differences between the Products, including the installed System, due to the exposure, at the same time, to different weather conditions (e.g. covering part of the surface of the terrace with plants, furniture, etc.);
 - d. changes in the dimensions of the Products which do not exceed 1% of their nominal dimensions, regardless of their cause;
 - e. physical and aesthetic changes and changes in the geometry of the installed System due to an improper preparation of the surface before the assembly, improper fitting of the System or the terrain movement;
 - f. mechanical damage or deformation of the Products due to an impact, impact load or static load;
 - g. physical and aesthetic changes due to the use of elements that are not part of the System during the assembly (e.g. fitting elements from another manufacturer);
 - h. colour differences between the Products from different production batches;
 - i. colour and texture differences between individual elements of the System;
 - j. physical and aesthetic changes in the Products due to a long-term, local impact of water (e.g. discoloration, mould) and a direct or indirect impact of liquids of varying physical state;
 - k. physical and aesthetic changes in the Products due to an impact of contaminated environmental factors, in particular water and air, and force majeure (e.g., tornadoes, avalanches, fire, flood, hurricane, hail, acid rain, earthquakes, subsidence, ground-faults, electrostatic discharge, etc.);
 - l. local colour changes and aesthetic changes (e.g. discoloration, dirt) due to the Product's contact with corrosive substances, fats, alcohol or other substances that cause such a reaction;
 - m. physical and aesthetic changes due to the use of agents causing such reactions for the maintenance or care of Products (e.g. paints, lacquers, preservatives, detergents, etc.);

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- n. minor aesthetic differences, in particular colour changes, against the descriptions and images of the Products in the advertising materials and samples of the Products presented as part of marketing activities.
 6. The warranty does not cover the changes in Products' shades of colours within the first 6 months of use, being a result of a natural phenomenon of System's composite elements aging. The speed and scale of this change depends on the intensity of certain weather conditions and the Products' time of exposure to them.
 7. The Guarantor shall not be liable if new Products will have different colour shades than the previously supplied or installed Products, even within the same installed System.
 8. The Guarantor reserves the right to discontinue the production of the Products, to modify them and to change their colour.

III. WARRANTY PROCEDURE

1. In order for the warranty procedure to be started, the defect must be reported to the retailer immediately and not later than within 14 days of its discovery.
2. Defective Product report should include a description of the defect and the circumstances in which it was discovered and such a report should be send or e-mailed to the seller with the proof of purchase and photographic documentation enclosed.
3. The Guarantor reserves the right to inspect the Product at the place of its storage or installation and if the Guarantor is not allowed to exercise this right, the report/complaint may be dismissed.
4. If a defect is found, the claimant must leave the Product intact until the complaint is inspected by the Guarantor. Making any attempts at removing the defect can result in the complaint being dismissed.
5. If a defect of the Product is found before the installation or if the defect is of such type that the claimant could notice it before the installation, the claimant should not install the Product until the complaint is verified by the Guarantor. Installation of the Product in such situations could result in the complaint being dismissed.
6. Should the complaint be accepted by replacing the Product with one free from defects, the claimant is required to prepare and secure the Product for smooth loading and transport, in accordance with the requirements of the transport company.
7. Should the complaint be dismissed, any costs arising in connection with the filing of the complaint may be charged to the claimant.

IV. OBLIGATIONS OF THE GUARANTOR

1. The Guarantor shall determine a detailed conduct of the guarantee proceedings within 14 days from the date of receiving the complaint from the seller.
2. If the complaint is accepted, the Guarantor will:
 - a. reduce the price of the Product,
 - b. replace the Product with one without defects,
 - c. provide a replacement Product of similar properties – if replacing with the exactly the same Product is impossible – or
 - d. return the money for the Product – if the replacement would result in excessive costs for the Guarantor.
3. Any costs incurred in connection with the filing of a complaint, except for the costs of Products transportation, in particular the costs of installation, dismantling or storage of the Product, are not covered by the warranty.
4. This warranty does not exclude, limit or suspend the buyer's rights provided by laws on warranty against defects in the goods sold.