

WARRANTY TERMS AND CONDITIONS OF EVERTILE INTERNATIONAL S.R.O. ("EVERTILE")

for **smooth polyurethane coated tiles** (the "Goods")

Effective from 1 January 2019

EVERTILE LIMITED WARRANTY

I. SCOPE OF WARRANTY

1. EVERTILE International s.r.o., having its registered office at Bezrucova 1601/84, Ricany, 251 01, Czech Republic, ("EVERTILE"), bears liability for the production defects in the Goods supplied, to the extent set out by the mandatory provisions of law and applicable regulations (statutory liability for defects). In respect of non-mandatory legal provisions that regulate the statutory liability for defects, the provisions contained in these Warranty Terms and Conditions apply.
2. EVERTILE extends the statutory liability for defects (valid for 2 years) by this Evertile limited warranty (the "Limited Warranty"), which is subject to the observance of the conditions and procedures stipulated below. The Limited Warranty consists of a Waterproof warranty and the System warranty.
3. **Waterproof warranty.** In normal weather conditions, the Goods will be waterproof throughout the term of the warranty, i.e. there will be no roof leakage because of the corrosion of the roof tiles or penetration by hail stones less than 40 mm in diameter. The Goods will resist to wind velocity up to 180 km / hour, under condition of the correct fixing with the original stainless screws SCR TX-25 with the exception of failure or movement of the roof structure.
4. **System warranty.** To the extent specified below, the system warranty is a part of the Limited Warranty provided that the roof covering is made exclusively with the system elements (except for the atypical details for which no system element exists. Atypical details must be made from suitable material.) in a manner that corresponds to the system requirements and the manufacturer's principles (i.e. the installation procedure, technical solutions, conditions of use and maintenance). The system warranty will not be valid if the system elements have been replaced with products made by a third party. In the case, that the conditions of the system warranty are not fulfilled, the warranty is shortened according to the article I.5.2. of this warranty conditions.
5. **The Limited warranty period.**
 - 5.1. If the conditions of the System warranty are fulfilled, for the types – EVERTECH 2K, EVERGLAZE and COPPOGLAZE and COPPOTECH – waterproofing warranty 30 years with 10 years warranty to the surface finish (from the date of installation).
 - 5.2. If the conditions of the System warranty are not fulfilled, for the types - EVERTECH 2K, EVERGLAZE and COPPOGLAZE and COPPOTECH – waterproofing warranty 30 years.

II. WARRANTY CONDITIONS

1. The Limited Warranty applies to latent Goods defects. Damage and defects caused by mechanical damage, accidents and natural disasters or resulting from improper storage, handling, and incorrect or improper use, installation and maintenance are excluded from the Limited Warranty.
2. The Limited Warranty applies also to the surface finish, solely provided within the System warranty and with exception for those parts (elements) that are affected by the mechanical deterioration of the surface, caused by foot traffic, falling objects, improper mechanical or chemical cleaning, climate conditions such as speeding up the process of tear and wear. The surface finish warranty does not apply to any roof covering installed in temperatures of less than 5°C, exposed to other than normal climate conditions and if the horizontal battens are installed incorrectly.
3. The Limited Warranty does not apply to defects caused by using the Goods in abnormally polluted (corrosive) environments contaminated by a higher concentration of chemical or biological substances, which may affect corrosion protection and the surface coating of the Goods. The Limited warranty doesn't apply to the Goods with occurrence of lichen, mildew and moss. The roof surface must be cleaned (every 2-3 years) by biocide liquid approved or supplied by EVERTILE. In the seaside areas (where some salt deposits can be expected or visible) or near sources of industrial pollution, regular washing by fresh water must be provided once a year, at least.
4. The Limited Warranty does not apply to defects caused by the replacement of the original structural elements and accessories with other elements not approved by the manufacturer, using inappropriate sheet metal materials, and to the roofs where the installation rules (see the Installation Manual) or the National construction norms were violated during the installation thereof. The Limited Warranty does not apply to those roofs, where the correct and effective ventilation provided by the original ventilators is not made, and/or where no other sufficient ventilation system supported by a technical approval was installed.
5. The Limited Warranty does not apply to defects caused by contact with or the flow of water from the structural components that contain copper, cement, lime, bitumen, or rusting iron or that are contaminated with soot from local heating appliances or with animal excrement. The Limited Warranty does not apply to corrosion or damage caused to the surface by the use of fixing material

other than original stainless steel screws and screw-nails supplied by EVERTILE or others, approved by EVERTILE.

6. The Limited Warranty does not apply to changes in the Goods that have arisen during the warranty period because of the wearing of the material. The shade of color can change evenly during the warranty period. The Limited warranty does not apply to the surface coating's usual wear and tear, such as fading, chalking, grinding by ice and snow, damage caused by the surface coating being stepped on, other mechanical damage and the effects of dirt, natural processes and natural hazards.

III. CONDITIONS FOR THE APPLICATION OF THE LIMITED WARRANTY

1. **Origination of the Limited Warranty.** The Limited Warranty will originate upon the timely registration by the Owner of the Goods and is subsequently confirmed by the issue of the warranty certificate by EVERTILE.
2. **Registration.** The Limited Warranty is registered by completing an online form at warranty.evertile.net/en or by submitting a completed registration sheet certified by a dealer to the address of EVERTILE by no later than 60 days after the date on which the Goods were purchased or installed.
3. The registration of the Extended Warranty must contain the serial numbers of the products and a description of their color, type and volume. The registration must also include the name, address and e-mail address of the owner (the "Owner") and the identification of the dealer. By registering the Limited Warranty, the Owner indicates consent with these Warranty Terms and Conditions.
4. **Warranty certificate.** EVERTILE will issue and send to the Owner the warranty certificate that confirms the Limited Warranty for the Goods specified in the registration sheet/form. The warranty period begins on the date on which the Goods are purchased. The Owner is obliged to check the accuracy of the warranty certificate and, if necessary, raise a reservation in writing with EVERTILE or the authorized distributor within 90 days after the delivery of the warranty certificate. An incomplete or incorrect warranty certificate is invalid.
5. **Existing condition of the Goods.** By issuing the warranty certificate, EVERTILE does not make any warranty or assume any liability for the existing condition of any Goods or for the correctness of the installation and/or use of the original system elements.
6. **Transferability.** The Limited Warranty may be transferred to a new owner based on a request delivered to EVERTILE within 90 days from the change of the ownership.

IV. EXERCISING RIGHTS UNDER THE LIMITED WARRANTY – COMPLAINTS

1. Complaints about defects must be filed in writing and sent by e-mail or registered mail or delivered in person to the address of EVERTILE, within 30 days after any defect has been identified. A complaint must contain the name and address of the Owner of the Goods, the date on which the defect was first identified, the number and type of the defective elements, a complete and detailed description of the defect including photo-documentation.
2. Within the respective statutory period after the purchase of the Goods, the Owner may invoke the statutory liability for defects in the case of a complaint regarding any potential latent or manifest defects. To exercise the rights ensuing from the statutory liability for defects, the Owner is obliged to present the purchase receipt from which the specific roof covering, its color, dealer and all of the elements purchased can be identified.
3. To lodge a complaint on the basis of the Limited Warranty, the Owner of the Goods is obliged to present the warranty certificate in addition to the information pursuant to IV/1. **The Owner is not entitled to the Limited Warranty without a valid warranty certificate.**
4. No repairs or other actions may be undertaken on the Goods regarding which a complaint has been lodged before the complaint is lodged and settled unless EVERTILE provides its written consent to this or unless other damage is threatened to the Owner's or a third parties' property in the case of a delay. In the case of a repair that cannot be postponed, the Owner is obliged to prepare detailed and informative photo-documentation of the condition of the Goods before commencing repairs and to save all de-installed parts to be subsequently checked and examined.
5. Without the assumption of the legitimacy of the warranty in any manner, a representative of EVERTILE must be allowed to perform a detailed inspection of the Goods regarding which a complaint has been lodged in the condition in which the defect in the Goods was determined to examine the Goods.
6. A complaint about a manifest manufacturing defect must be lodged before the Goods is used (installed).
7. EVERTILE will provide a written statement of the acknowledgment or refusal of the complaint within 30 days after the date on which the complaint was lodged or on which the complete documentation regarding the complaint was delivered (supplemented).

V. REMOVAL OF DEFECTS

1. If this Limited Warranty is legitimately applied, any potential claims will only be settled by EVERTILE's supplying new Goods free

- of charge in the volume corresponding to the volume of the defective elements. The value of the new Goods may not exceed the original value of the Goods decreased by 1/30 resp. 1/50 for each year, which passed from the date of purchase of the Goods.
- 2.If the type of Goods is no longer produced or is not available at that time, EVERTILE is entitled to supply a replacement Goods with similar features free of charge or offer a financial compensation. The value of the replacement Goods or the financial compensation may not exceed the original value of the Goods decreased by 1/30 resp. 1/20 for each year, which passed from the date of purchase of the Goods.
- 3.This is sole agreement under this Limited Warranty and in no event EVERTILE will have any liability for any claims for the payment or compensation of the de-installation or installation costs of the Goods concerned. In addition, EVERTILE will not pay any costs associated with the lodging of a complaint or any other costs and consequential, incidental indirect or punitive damages or losses that arise in connection with a Goods defect.

VI. STATUTORY LIABILITY FOR DEFECTS

- 1.The rights ensuing from the statutory liability for defects, along with the relevant exercise period and scope of these rights as set out by the respective statutory regulations valid in the country of the purchaser, are acquired by the purchaser upon the purchase of the Goods and the fulfillment of all technical and utility conditions as set forth by the manufacturer and the relevant industry standards.
- 2.In respect of non-mandatory legal provisions that regulate the statutory liability for defects, the provisions contained in these Warranty Terms and Conditions apply.

VII. GENERAL PROVISIONS

- 1.No claims other than those specified in these Warranty Terms and Conditions follow from this Limited Warranty.
- 2.Moreover, no right to compensation for costs associated with the lodging of the complaint and costs triggered by any potential defects in the Goods follows from the Limited Warranty.
- 3.Neither the Limited Warranty nor a liability for defects applies to any damage that may be caused in connection with any accident, fire, abnormal weather, natural disaster, act of war, act of terrorism or force majeure.
- 4.The Limited Warranty only applies to the Goods expressly specified in the warranty certificate.
- 5.The rules and regulations that are decisive for the proper use and installation of the Goods are the manufacturer's Installation Manual and catalogue and the relevant industry standards. No liability for a lack of knowledge of the Installation Manual, professional incompetence or errors during the installation of the Goods, and a lack of knowledge of the Warranty Terms and Conditions and the conditions of the proper use of the Goods may be attributed to EVERTILE.
- 6.A complaint may only be lodged / the warranty may only be exercised if the purchase price for the Goods has been duly paid.

The end.