

## Warranty Statement

The company Dörken GmbH & Co. KG, Wetterstraße 58, 58313 Herdecke (hereinafter referred to as the "Manufacturer") assumes the warranty for the product

DELTA®-MAXX PLUS, DELTA®-MAXX X, DELTA®-FOXX PLUS, DELTA-XX PLUS®, DELTA®-EXXTREM, DELTA®-ALPINA, DELTA®-THERM PLUS as well as for the underlay of the DELTA®-MAXX POLAR pitched roof insulation system (hereinafter referred to as the "Product")

for a term of **30 years** according to the detailed description stated here in the following and under the terms and conditions regulated in this context.

### 1. General scope of warranty / scope / statutory warranty

- 1.1 After the proper installation of the product below a ventilated counter-battens level, the product will meet the requirements for what concerns the resistance to the water passage class W1 according to the standard DIN EN 13859 / DIN EN 1928 within 30 years from the date of purchase (hereinafter referred to as "warranty period"). A properly installed UV-impermeable roofing or roof sealing is required. When using DELTA®-EXXTREM or DELTA®-ALPINA underneath solar systems that replace the roofing over a large area (in-roof systems, solar roofs), suitable rain-proof systems (PV modules incl. mounting and sealing accessories) must be used that are sufficiently compliant with technical regulations and/or standards. Rain safety (minimum and standard roof pitch) must be specified or verified by the manufacturer of the solar system (e.g. testing in accordance with DIN EN 15601:2007-01 or comparable).
- 1.2 A warranty case exists in the event, despite the fulfilment of the applicable warranty conditions set out under the section 2 below, there is a defect in the product leading to moisture penetration, i.e. the requirements for resistance to the water passage class W1 according to the standard DIN EN 13859 / DIN EN 1928 are not fulfilled (hereinafter referred to as "warranty case").
- 1.3 The warranty shall be valid if the product is used in the following countries: Germany, France, Benelux, Poland, Russia, Czech Republic, Slovakia, Hungary, Switzerland, Italy, Austria, Spain, Portugal, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Estonia, Latvia, Lithuania, Belarus, Romania, Balkan countries, Turkey, South Africa, Singapore, Taiwan, Canada.
- 1.4 The present warranty will not limit the statutory rights of the customer in case of the occurrence of defects. The exercise of the said statutory rights is free of charge for the customer.

### 2. Warranty holder/ other warranty conditions / notification period in the event of a warranty claim

The scope of the warranty referred to under the section 1.1 and the legal consequences according to what stated under section 3 thereof shall only apply if the following conditions are met:

- 2.1 The warranty is only valid for the benefit of the purchaser (the consumer) who has purchased the product for the own use and had it laid for the first time in accordance with the provisions stated under section 2.3 (hereinafter referred to as "Customer") and also for the end customer (the consumer) of a specialist company where the specialist company has laid the product for the first time in accordance with the provisions stated under section 2.3, whereby this principle applies even if the end customer has not previously purchased the product, but has only used it within the scope of the services of the specialist company. The customer and the end customer of the specialist company are hereinafter jointly referred to as the "warranty holder". The warranty shall not apply to the benefit of any resellers or intermediaries.
- 2.2 The product will be used within a term of three months from its delivery or collection by the customer or by specialist company (hereinafter referred to as "acceptance") at the warranty holder's site.

- 2.3 The correct installation of the product is carried out in accordance with the installation instructions valid at the time of the installation and submitted in annex to the product. In the event any national standards/regulations result in higher requirements for installation, the latter must be taken considered. The product installation is demonstrably executed by a qualified specialist company. While laying the product, only system accessories (such as for example nail sealing tapes, adhesive tapes, adhesives) of the manufacturer will be used.
- 2.4 No retrofitting and/or renovation work may be executed on the structure on which the product was used.
- 2.5. The following impairments to the product shall not be covered by the warranty:
  - 2.5.1. Colour changes, stains, normal wear and tear, visual impairments, material-related slight changes to the product, etc.. These impairments must be described as normal and unavoidable for the warranty period and are irrelevant for the intended use of the product,
  - 2.5.2. All the damages due to planning and processing errors, improper storage, unsuitability of the substructure or missing protection against direct sunlight,
  - 2.5.3. All damages caused by force majeure (such as for example lightning, storm, hail, earthquake, flood, etc.), vandalism, mechanical influences, extreme temperatures or improper use
  - 2.5.4. All the consequential damages resulting from the non-compliance with the conditions included in this section 2.5.
- 2.6. The notification of a warranty case must be made by the warranty holder to the manufacturer immediately, at the latest within a term of two weeks of becoming aware of the defect or the damage in text form. In this context, a copy of the purchase contract or a proof of invoice are to be submitted.

### 3. Legal and/or Warranty Consequences

- 3.1. In the event there is a warranty claim occurring within a term of thirty years after the installation of the product, the manufacturer will provide the warranty holder with material and work for the needed replacement of the product in the defective area free of charge, if this is needed after an inspection carried out by a competent expert. This performance does not include additional services such as cranes, scaffolding, etc. Any costs for further consequential damage shall be excluded. In the event the warranty holder carries out the repair itself or through any third parties, there shall be no claim for reimbursement of costs against the manufacturer.
- 3.2. The manufacturer is entitled to make use of a competent third party in order to carry out the needed repair works.
- 3.3. If there is any warranty case, the manufacturer shall bear the costs incurred in the context of the inspection of the defect. If there is no warranty case, these inspection costs shall be borne by the customer.
- 3.4. A partial or complete repair due to the present warranty will not result in an extension of the applicable warranty period.

### 4. Final provisions

The law of the Federal Republic of Germany shall apply. The application of the agreement of the United Nations, dated 11 April 1980 for Contracts for the International Sale of Goods (CISG) shall be excluded. The mandatory consumer protection regulations from the country where the warranty holder is resident shall remain unaffected.

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