

LIMITED INTERNATIONAL WARRANTY

15 YEARS



Resysta (hereinafter "Resysta") warrants to the purchaser ("Purchaser") that, for a period of fifteen (15) years from the date of original purchase, under normal use and service conditions, Resysta® products shall be free from material defects in workmanship and materials, and shall not crack, splinter, swell, rot or suffer structural damage from termites or fungal decay. If a defect occurs within the warranty period, Purchaser shall notify Resysta in writing and, upon confirmation by an authorized Resysta representative of the defect, Resysta's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

This warranty shall not cover and Resysta shall not be responsible for costs and expenses incurred with respect to the removal of defective Resysta products or the installation of replacement materials, including but not limited to labor and freight.

To make a claim under this limited warranty, Purchaser shall send to Resysta, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Resysta Customer Relations
info@resysta.de

Resysta does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

- (1) improper installation of Resysta products and/or failure to abide by Resysta's installation guidelines, including but not limited to improper gapping;
- (2) use of Resysta products beyond normal commercial use, or in an application not recommended by Resysta's guidelines and local building codes;

- (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Resysta products are installed;
- (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains);
- (5) variations or changes in color of Resysta products;
- (6) improper handling, storage, abuse or neglect of Resysta products by Purchaser, any transferee or third parties; or
- (7) ordinary wear and tear.

No person or entity is authorized by Resysta to make and Resysta shall not be bound by any statement or representation as to the quality or performance of Resysta products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Resysta and Purchaser.

UNDER NO CIRCUMSTANCES WILL RESYSTA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND RESYSTA'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

This warranty is internationally applicable.

Copyright © 2011 Resysta.

Resysta®