

# 20-YEAR WARRANTY CERTIFICATE FOR HOMEOWNERS

## PRODUCTS

ONDUTISS® AIR SOLAR 200	I	ONDUTISS® AIR UV3B 270
ONDUTISS® AIR NEO UVFR 220	I	ONDUTISS® VAPCONTROL 220
ONDUTISS® BUILD RDN 200 SD1500	I	ONDUTISS® FACADE OPEN UVFR 210
ONDUTISS® FACADE OPEN UV3B 210		

## MATERIAL WARRANTY

This document presents warranty terms and conditions for the mentioned products granted by ONDULINE SAS, with headquarter at 24 Quai Gallieni 92150 Suresnes – France, (named hereafter “Onduline”) to the Person or Entity who has purchased the product (named hereafter the “Owner”), directly or indirectly from Onduline, and has had it installed by a qualified roofing company.

The mentioned products are warranted to be free from defect for the duration stated hereafter from the date of purchase by the owner provided certain conditions are fulfilled - hereafter clarified - and provided the maintenance and storage requirements mentioned in this page have been respected. Subject to the conditions set forth below, in the event Products or any portion thereof are found to be defective, upon presentation of this Warranty Certificate and the complete set of information detailed in the chapter “CLAIMS”, Onduline will exchange new products for defective Products under the terms of this warranty.

For the first 120 months from the date of purchase, Onduline will furnish replacement products for 100% of Products which are proven to be defective for reasons other than circumstances listed below.

Starting from the 121<sup>st</sup> month, Onduline will then partially contribute to the replacement of defective Products pursuant to the following formula, the remainder of the replacement's amount being paid by the Owner:  $\% \text{ of Onduline Contribution} = 100 - [(M - 120) \times 0.83]$  (M = month)  
Example: at the 190th month, Onduline will contribute to 42% of the replacement of the defective Products:  $100 - [(190 - 120) \times 0.83] = 42\%$

Onduline's obligation to contribute to the replacement of defective Products shall cease at the end of the 240th month.

Labor costs, including auxiliary materials and disposal costs for required measures shall be borne by Onduline within the first ten (10) years following the purchase date indicated by the TVA invoice.

## WARRANTY PERIMETER AND EXCLUSIONS

- This warranty is free for the owner.
- The warranty applies for the building on which the material was first installed.
- The warranty is valid if the product is used in Italy, United Kingdom, Germany, Spain, Portugal, France, Ireland, Denmark, Finland, Belgium, Netherlands, Luxembourg, Poland, Czech Republic, Slovakia, Montenegro, Bosnia, Albania, Macedonia, Serbia, Hungary, Switzerland, Austria, Norway, Sweden, Estonia, Latvia, Lithuania, Romania, Croatia.
- Products are warranted under normal underlayment application and usage.
- The warranty period starts from the date of purchase confirmed by the VAT invoice.
- The warranty covers the requirements a water resistance class W1 according to EN 13984, EN 13859-1, EN 13859-2; tested per EN 1928 test standard.
- Replacement products shall be warranted only for the period applicable to Products originally purchased.
- The warranty does not apply for wholesalers, distributors, retailers, roofing installers, resellers, or any other intermediaries.
- This warranty runs only to the original purchaser of the Products and cannot be transferred to a new owner.
- The claims arising from this warranty are not transferable.
- 10 years after the purchase date shown on the invoice, this warranty will not cover, and Onduline will not be responsible for any labor costs, tear-off costs, disposal costs, equipment costs, crane or scaffolding costs, delivery costs, or other costs incurred in removing defective products or installing replacement products, or any other cost consequent upon the defects in the original Products.
- Onduline cannot be responsible for costs related to disassembly and reassembly of solar systems and other productive roof systems (water collection system, antenna...)
- Transport costs to site of the new products delivered for replacement are at owner's charge.
- Due to the natural character of the raw materials, solid colors can vary in tone within the same pallet or between different pallets. Products will not be considered defective with respect to color or shade. Products are neither covered for color evolution nor for aesthetic issues.

## VOIDING OF WARRANTY

ALL WARRANTIES ARE VOID UNLESS THE FOLLOWING CONDITIONS ARE MET.

- Products must have been installed in direct accordance with Onduline's fixing instructions as stipulated in the fixing guide. Would national or regional standards and regulations stipulate higher requirements for installation, these shall be considered and respected.
- Products must have been installed in combination with accessories (e.g. adhesive tapes) distributed directly or indirectly by Onduline. Membranes overlaps must have been sealed properly by integrated self-adhesive stripes, or by Onduline sealing tapes. Between membrane and counter-battens, a Polyurethane-based tape like ONDULINE(R) SEAL SMART Tape or COROTOP PUR Tape, a sealing foam, or a sealing gasket must have been applied to secure waterproofing at the membrane punctured points.
- Individual wooden structures such as roof battens, counter battens, or wooden formwork, which are in the roof structure above the level of the waterproofing membrane, must not be impregnated with a chemical impregnant, which can adversely affect the waterproofing of the membrane.
- The products must be installed on the roof no longer than 4 weeks after the purchase date.
- The product must have been covered from natural light and UV by the primary roofing material (Tile, Metal...) in a limit of 4 weeks after the product installation on the roof.
- In the specific case of ONDUTISS® FACADE OPEN UVFR 210 and ONDUTISS® FACADE OPEN UV3B 210 the primary cladding material must cover the membrane in a limit of 6 months after the membrane installation.
- Neither the installer of the Products nor the Owner must thereafter attempt to alter or repair or remove the Products to any other site or sites prior Onduline employee ascertainment.
- Neither the installer of the Products nor the Owner must thereafter attempt to alter or repair the roof and its structure prior Onduline employee ascertainment.
- Would the owner repair the defect by himself, warranties from manufacturer would not apply.

The defect complained of arises solely from a manufacturing defect of the Products and not as a result of:

- any defect in the structure or foundations of the building on which the Products have been installed, including, but not limited to, improper design of the structure, actual installation error, settling, shifting, distorting, or movement of the walls or foundation of the structure.
- mechanical impacts, mishandling of the Products.
- failure of the installer to install the Products in direct compliance with the fixing specifications.
- extraordinary wear and tear (including, but not limited to, traffic on the roof or impact of falling objects);
- acts of God such as natural disaster (hail, floods, lightning, hurricane, tornado, earthquakes, extreme temperature, etc.);
- force majeure events such as war, military occupation, military or civilian rebellion, public or any unauthorized violent protests, vandalism, nuclear explosions, radiation, radioactive leaks, chemical corrosive materials and fumes such as paint removers, etc.
- mold, moss, algae, fungus, misuse, neglect or improper storage or handling of the Products before, during, or after installation.
- any kind of modification of the Products (refinement, alteration, decoration, etc.) carried out by the Owner or its contractors.
- damage to the Products as a result of interference by a third party, including animals.
- moisture accumulation caused by contact with damp or wet insulation or other absorbent materials.
- improper or insufficient ventilation.
- improper use or repair of the Products.

## CLAIMS

- Owner must submit any claims under this warranty without delay within 4 weeks (28 days) after the installer or the defect detection in writing to **Onduline Customer Service, 24 Quai Gallieni, 92150 Suresnes, France**. Claim must be accompanied with proof of purchase (sales invoice) of the Product, product item code mentioned on the product packaging, and be documented with the date of installation of the product, the date of installation of the primary roof cover (tiles...), the date of discovery of the defective area, the location of the roof and the location of the identified issue.
- Should the owner fail to provide these elements, Onduline is entitled to refuse to warranty the Products.
- Any claim under this warranty must be submitted before the end of the warranty duration.
- To enable Onduline to determine whether the Products are defective or not, the Owner shall supply Onduline with photographs or video footage of the allegedly defective Products which Onduline deems sufficient to illustrate the damage and the Owner must not remove the Products until it has given Onduline a reasonable opportunity to examine it.
- Onduline must be able to carry out on-site inspections and/or additional tests, with unrestricted access to the location of the defect from both sides of the roof sheathing (from the outside and from the inside of the house).
- Onduline will bear the costs of an inspection of the defect. If there is no case of warranty, Onduline might invoice inspection costs to the owner.
- Onduline is entitled to engage the services of an expert to carry out any necessary repairs or product substitution.

## DISCLAIMERS

The Products are only warranted to be free from defects in workmanship and material. ONDULINE MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE OBLIGATIONS SET FORTH IN THIS WARRANTY ARE HEREBY DISCLAIMED BY ONDULINE.

Onduline makes no other representation or warranty of any kind, and no representative, employee, distributor or dealer of Onduline has the authority to make or imply any representation, promise or agreement which in any way varies the terms of this agreement. Onduline reserves the right to discontinue or modify any of its products, including color, shape, and size, without notice to the Owner, and shall not be liable as a result of such discontinuation or modification. Nor shall Onduline be liable in the event replacement products may vary in color in comparison to the original Products as a result of normal weathering.

If Onduline replaces any Products under this warranty, it may substitute products designated by Onduline to be of comparable quality or price in the event the Products initially installed have been discontinued or modified. Onduline shall not be obligated to pay freight charges for delivery of replacement products.

## MAINTENANCE REQUIREMENTS

Roof Maintenance is the responsibility of the Owner. For the Products, there is virtually non-specific maintenance required, except including following tasks that are mandatory to keep roofs in good order:

**Leaf debris:** Left unattended debris will form leaf mold that will prevent water to evacuate from the roof in a normal way, possibly provoking leaks.

**Tree and shrub branches:** check that overhanging branches are not in contact with the surface of the Products, as wind generated movement can result in mechanical damage.

**Condensation:** always ensure high- and low-level ventilation channels are unrestricted. If a new concrete floor is laid condensation can result due to the high levels of moisture produced from the concrete curing process.

**Roof traffic and Safety:** All precautions should be taken as specified by applicable safety regulations. Working on roofs can be hazardous operation. Personnel should walk on roofs only if this is necessary and should use planks or ladders laid flat and supported by the roof purlins, in order to carry out maintenance and related work.

## STORAGE REQUIREMENTS

**Packing:** products are delivered in a non-return packing specially designed to guarantee optimum storage conditions.

**Storage:** packs must be transported and stored under conditions which protect the Products from humidity and excessive heat.

If the packs are covered with a plastic cover, prolonged storage in full sunlight should be avoided. Pallets must not be stacked. Construction site storage: lay flat.

**Handling:** the weight of the Products allows easy manual handling. Mechanical or rope sling handling may be used for high buildings.

## SOLE REMEDY

Onduline's only liability under this warranty, or in any action base upon warranty, contract, negligence (of Onduline, its agents or employees), strict product liability or otherwise, is limited to the replacement of Products that Onduline deems defective. The Owner and Onduline expressly agree that the remedy of replacement of the defective Products is the exclusive and sole remedy available from Onduline.

## NO CONSEQUENTIAL DAMAGES

Onduline's liability to an owner to whom this warranty extends shall not exceed Onduline's sale price for the products. Onduline shall not be liable for incidental or consequential damages resulting from any failure or defect in the products, including but not limited to loss of any revenue, loss related to business interruption or other economic loss.

If any portion of this document shall be held ineffective or void, for any reason, the remainder shall remain in effect.

This warranty shall be interpreted under French law and any legal action relating to the warranty shall be brought only in Paris courts.