



**Savatech, d.o.o.**

## WARRANTY CONDITIONS

### EPDM PROFILES (Solid, Sponge, Co-Ex)

Rev.: 1 – 11/16

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Profiles Programme  
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4000 Kranj, Slovenia

## **1. GENERAL CONDITIONS**

1.1. These warranty conditions apply as of 1.11.2016 for EPDM profiles, manufactured by Savatech (Products). If any provision of this warranty conditions would be contrary to any mandatory legal provisions in any particular jurisdiction, such provision shall apply to a maximum extent as provided for by such mandatory legal provisions.

1.2. Products which may be sold by Savatech, Profiles Programme, but are not manufactured by it are not covered by this warranty and are sold exclusively with warranties, if any, by their original manufacturer.

## **2. MANAGEMENT OF PROFILES**

2.1. In order to claim a remedy pursuant to this warranty, purchaser must conform to instructions for management of the Products, available at <http://www.savatech.eu/rubber-profiles.html>.

## **3. WARRANTY**

3.1. Savatech warrants to the purchaser that for the period of two (2) years as of delivery of the Products, such Products shall be free from defects in material and workmanship, subject to normal and proper management of profiles (including conformity to instruction for management of the Products).

3.2. This warranty shall be in lieu of any other warranties, express or implied, including, but not limited to any warranty of merchantability of fitness for a particular purpose.

## **4. EXCLUSION OF WARRANTY**

4.1. Besides other cases as provided for by this warranty, warranty shall also be excluded in cases where the Products have not been managed properly, have not been used for the ordinary purpose or have been subject to abnormal conditions such as, but not limited to misuse, mishandling (such as, but not limited to, cuts, tears, vandalism, fire, wilful destruction, improper installation and/or improper maintenance, misapplication), use of unauthorized components or attachments or if adjustments or repairs have been performed by anyone other than Savatech or its authorized agents.

4.2. Savatech shall not be required to perform any remedies pursuant to this warranty in case of force majeure and/or other circumstances beyond Savatech's reasonable control, such as, but not limited to:

- war or threat of war, sabotage, insurrection, riots or requisition;
- all laws, restrictions, regulations, by-laws, prohibitions or any other measures by the governmental bodies and/or other bodies that have the power to issue binding decisions;
- import and export regulations or embargo;
- strikes, lock-outs or other industrial measures or trade disputes (if including Savatech's or third parties performing services for Savatech);
- difficulties with supply of raw materials, fuel, parts or machinery; and

- power blackout, break of machinery.

4.2.1. In cases as provided for in this article, time limits pursuant to art. 6 shall commence once such circumstances cease and Savatech is reasonably in a position to perform the remedies stipulated in art. 6.

4.3. Savatech shall not be held liable for any deficiencies in Products stemming from drawings, designs, project drafts and/or specifications and/or other requirements provided or requested by the purchaser.

4.4. Ordinary wear and tear is not covered by this warranty.

## 5. MAKING A WARRANTY CLAIM

5.1. Purchaser is obliged to take delivery of the Product and perform an ordinary inspection of the Product upon delivery.

5.2. Any claim by the purchaser with reference to the Products shall be deemed waived unless submitted in writing to the manufacturer within the earlier of (1) eight days as of the discovery of the defect, or two (2) years as of the date of delivery of the Products. Discovery of the defect is deemed to have occurred when a defect could have reasonably been discovered by the purchaser.

5.3. The claim must contain sufficient information to enable Savatech to properly handle the claim (e.g. invoice) and must at least include the following data:

- name and address of purchaser of the Products;
- sufficient description of the manufacturing defect claimed; and
- date of lodging the complaint and signature.

5.3.1. The claim must be substantiated by adequate evidence, such as pictures, samples etc. Upon request, Savatech must be allowed to inspect the Product. Profiles that have already been installed in the structure shall be replaced at Savatech's cost only after an inspection by Savatech or a written approval. If requested, the replaced goods shall be returned.

5.4. To obtain performance under this warranty, any products suspected of having a manufacturing defect in materials or workmanship shall be returned in their original packaging, freight prepaid for inspection to SAVATECH d.o.o., Profiles Programme. The documents which ensure traceability of the Products (e.g. invoice) must be attached.

## 6. REMEDIES

6.1. Savatech shall decide on a claim within forty-five days after receiving a complete documentation pursuant to art 5.

6.2. Providing Savatech acknowledges the claim as justified, it shall, at its discretion, either:

- repair the Products,
- replace those components of the Products which are defective,
- replace the Product if repair is not possible or reasonable,
- reimburse the consideration for the Product or its components which are defective.

**6.3.** Whenever Savatech repairs or replaces the Products at its expense or reimburses the purchase price, it shall reimburse the distributor or the Buyer (depending on each case), with a credit note, the same surface freight amount the distributor or the Buyer had when returning the Product to the Manufacturer (proof of the actual cost needed).

**6.4.** Remedies pursuant to this article 6 shall constitute the sole and exclusive remedy in the event of a breach of warranty. For the avoidance of doubt, Savatech shall not be liable for any incidental, consequential and/or non-pecuniary damages or damages having a comparable effect.

## **7. CLOSING PROVISIONS**

**7.1.** No statement or action by Savatech, whether express or implied, other than set forth herein, shall constitute a warranty.

**7.2.** This warranty conditions are available at <http://www.savatech.eu/rubber-profiles.html>.