CINKARNA

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Celje, July 2016

WARRANTY, TITANIUMZINC

Dear Customer,

Thank you for your confidence in our titanium-zinc metal sheet. This product is a result of extensive experience, research policy, and permanent inspection by the renowned quality control institutions, resulting in constant and steady quality level of this Cinkarna Celje product. Consequently, Cinkarna Celje hereby gives the following

WARRANTY

Cinkarna Celje hereby warrants that the product titanium-zinc metal sheet (in form of sheets, strips and coils) is fabricated in accordance with the comparable technology used in Europe, and that it complies with the EN 988 European standard.

WARRANTY PERIOD

Cinkarna Celje hereby grants a 10 (ten) year warranty period for its product titanium-zinc metal sheet. The warranty period starts with the customer's date of purchase.

SCOPE OF THE WARRANTY

Cinkarna Celje shall be liable for the compensation of damages in the installation of its product originating from:

- defect in the material of the products;
- departure from the properties of the material defined by the EN 988 standard;
- wrongful professional counseling by the manufacturer or its authorized service center (representative).

Cinkarna Celje further undertakes to repair the damage and/or bring the damaged building to its original condition within the value of up to EUR 1,000,000.00. In case the process of returning the facility to its original condition should require partial restructuring of the damaged structure, the value covered by the manufacturer may not exceed EUR 300,000.00.

RIGHTS AND OBLIGATIONS OF THE MANUFACTURER

- Upon the receipt of the notice of damage the manufacturer shall immediately contact the damaged party;
- Upon the receipt of the notice of damage and in line with the information contained therein the manufacturer shall decide whether he would personally visit the location of the damage, or authorize the relevant institution to do so in his name;
- Upon the acknowledgement of the relevant liability for damage the manufacturer shall repair the reported damages in the shortest possible period of time and in line with the performance standards valid for the roofing and tinsmith works.

RIGHTS AND OBLIGATIONS OF THE WARRANTY USER (CUSTOMER)

- Upon reporting the warranty claim the damaged party shall physically protect the location of the damage for the purpose of asserting the legitimacy of the claim;

GARANTI, ZINC TITANIUM

Kære kunde,

Tak for din tillid til vores zink-titanium metalplade. Dette produkt er resultatet af mange års erfaring, forskning og stadig inspektion af kendte kvalitetskontroller, der resulterer i det stabile kvalitetsniveau af dette produkt fra Cinkarna Celje. Derfor giver Cinkarna Celje følgende

GARANTI

Cinkarna Celje garanterer hermed, at produktet zink-titanium metalplade (i form af plader, bånd og spiraler) er fabrikeret i overensstemmelse med tilsvarende teknologi anvendt i Europa, og at produktet overholder den europæiske standard EN 988 (DS/EN 988).

GARANTIPERIODE

Cinkarna Celje giver hermed en 10-årig garantiperiode vedr. dets metalpladeprodukt i zink titanium. Garantiperioden gælder fra tidspunktet for kundens køb.

OMFANG AF GARANTI

Cinkarna Celje hæfter for skadeserstatning ved installation af produktet som følge af:

- fejl i produktmateriale;
- afvigelse fra materialets egenskaber defineret i DS/EN 988;
- ukorrekt professionel rådgivning fra producenten eller dennes autoriserede servicecenter (repræsentant).

Cinkarna Celje forpligter sig endvidere til at reparere skaden og/eller bringe den ødelagte bygning tilbage i original stand inden for en værdi af op til 1.000.000,00 euro. Hvis processen med at bringe anlægget tilbage til oprindelig stand kræver delvis omstrukturering af den ødelagte konstruktion, må værdien, der dækkes af producenten, ikke overstige 300.000,00 euro.

PRODUCENTENS RETTIGHEDER OG FORPLIGTELSER

- Ved modtagelse af skadesanmeldelse skal producenten straks kontakte den belastede part;
- Ved modtagelse af skadesanmeldelse og dennes information skal producenten beslutte, hvorvidt han personligt vil besøge skadesstedet eller bemyndige en institution i hans navn;
- Ved vedgåelse af erstatningsansvar skal producenten reparere de rapporterede skader hurtigst muligt og i overensstemmelse med de driftstekniske standarder, der gælder for tag- og blikkenslagerarbejde.

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- The Customer shall submit evidence that the installation of the product into the building had been carried out in accordance with the generally acknowledged mode and standards for such work, by applying and considering the relevant technical instructions of the manufacturer;
- The Customer shall provide a sample of the material related to the warranty claim in order for the manufacturer or his authorized representative to be able to perform relevant inspections and tests.

WARRANTY LIMITATIONS

- Manufacturer shall not accept warranty liability if the check of the claim proves that information and declarations in the claim are untrue;
- Manufacturer shall accept only such defects originating from designated use of the product within the warranty period;
- Incorrect maintenance of the product, exposure to aggressive media, and other unusual circumstances shall restrict the liability of the manufacturer;
- Unauthorized departures from the standard mode of installation without the authorization of the manufacturer;
- Until the damaged party (claimant) is capable of accommodating the manufacturer's request for inspection and assessment of damage, the manufacturer may refuse to perform the restructuring and repair the relevant damage;
- Should the customer fail to notify the manufacturer in regard to the occurrence of the defect within 30 days following the date of the damage;
- In case the damage results from the Act of God.

ACCEPTANCE OF CLAIMS AND COMPENSATION PROCEDURE

In case of disputes arising from the manufacturer's liability or reasons for damage the customer and the manufacturer shall prior bringing the case to the court first attempt to resolve the dispute alone, or by help of a neutral professional institution recognized by both parties as arbiter, and which is fully capable to prepare the technical arbitration report after the inspection of the documentation or the site of the damage.

In case the agreement about the performer of the arbitration can not be accepted, the case is forwarded to the competent court.

Member of the Management Board
Technical manager
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President of the Management Board
General Manager
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KUNDENS RETTIGHEDER OG FORPLIGTELSER

- I forbindelse med rapportering af garantikrav skal den skadelidte fysisk beskytte skadesstedet for at gøre gyldighedskravet gældende;
- Kunden skal fremsende bevis på, at produktinstallationen i bygningen var udført i overensstemmelse med almindeligt anerkendte standarder for et sådant arbejde, ved anvendelse af og under hensyn til de relevante tekniske instruktioner fra producenten;
- Kunden skal fremvise en prøve på materialet i forbindelse med garantikravet, således at producenten eller dennes bemyndigede repræsentant kan udføre relevante undersøgelser og test.

BEGRÆNSNING AF GARANTI

- Producenten må ikke påtage sig garantiansvar, hvis en undersøgelse viser, at informationerne og deklarationerne omkring klagen er usande;
- Producenten må kun acceptere fejl, der stammer fra brugen af produktet inden for garantiperioden;
- Ukorrekt vedligeholdelse af produktet, udsættelse for aggressive medier og andre usædvanlige omstændigheder begrænser producentens ansvar;
- Uautoriseret afvigelse fra standardinstallationen uden producentens tilladelse;
- Producenten kan nægte at udføre ombygning og reparation af en skade, hvis skadelidte ikke er i stand til at imødekomme producentens krav om undersøgelse og vurdering af skaden;
- Hvis kunden ikke giver producenten besked om fejlen inden for 30 dage, efter at skaden opstod;
- Hvis skaden skyldes force majeure.

PROCEDURE FOR ACCEPT AF KRAV OG ERSTATNING

I tilfælde af uenighed som følge af producentens ansvar eller grunden til skaden skal kunden og producenten, før de går rettens vej, først forsøge at løse konflikten alene eller ved hjælp af en neutral professionel institution, der er anerkendt som mægler af begge parter, og som er fuldt ud i stand til at foretage den tekniske voldgiftsrapport efter undersøgelse af dokumentationen eller skadesstedet.

I tilfælde af at aftalen omkring voldgift ikke kan accepteres, skal sagen forelægges en kompetent domstol.

Medlem af direktionen
Teknisk chef
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Direktionsformand
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