

Warranty on PERFORM[®] flexible flashing materials

Present warranty on PERFORM[®] flexible flashing materials is granted by PERFORM A/S, Ndr. Stationsvej 4, DK-8721 Daugaard, Denmark, for the periods and under the conditions, stated below:

1. PERFORM vouch for that all PERFORM[®] flexible flashing materials are in conformity with the specifications stated by us, and guaranteed free of function defects of maximum 10 years. The warranty period starts from the date the product is delivered at the end-user. If necessary it is the end-user's duty to prove the time of delivery.

Provided that complaints about function defects are made within the mentioned 10 years period, PERFORM is obliged to find a way to repair or replace the defective product. All warranty claims must be made in writing within 60 days after detection of the defect in question.

PERFORM is not liable to any kind of expenses resulting from dismantling of the defective product nor to installation of the new product, as well as potential additional work in connection with replacement of the product is not covered by the warranty, including freight charges etc.

Provided that the product on the time of the complaint is no longer in production, PERFORM is entitled to supply another corresponding product.

2. The warranty does not apply if:

(a) the product is not installed entirely according to the guidelines stated by PERFORM.

(b) the product is installed in an area, which on a random moment in the warranty period, has been exposed to corroding conditions, including, but not limited to, corroding chemicals, ash, chimney gas, condensates or hazardous substances from or around the building or construction or the buildings or constructions, on which the product has been used.

(c) the damage of the product is caused by, the fact that the claimer has shown negligence or has used the product in an incorrect way.

(d) any change of the product's specifications has been altered, except changes that within reason is necessary to adjust the size of the product.

(e) the product's flaws are caused by mechanical or chemical damage, occurred during shipment or storage before use.

(f) flaws caused by outside coming circumstances or forces, including, but not limited to, lacking water diversion in the areas where the product is installed.

3. In the scope applicable law allows it, this warranty replaces every other specific or implied warranty, including all warranties for the product being flawless or suited for a certain purpose.

PERFORM is not to be held responsible for any kind of direct or indirect damages, including resulting damage or other losses of any kind, unless this is specifically stated in present warranty.