

**Grad®**

**2022  
COMMERCIAL  
WARRANTY  
CONDITIONS**

**As a manufacturer, the company BURGER & CIE (hereinafter "the Manufacturer") warranty its products sold under the GRAD brand, as follows:**

Only the products listed below are covered by a commercial warranty offered by the company BURGER & CIE or by one of its raw material suppliers, the conditions of application of which are set out in the general conditions specified below.

It is recalled that all the products marketed by the company BURGER & CIE are covered by the applicable legal warranties, and in particular:

**\* Warranty for hidden defect**

She covers:

\* any hidden defect meeting the conditions set by articles 1641 et seq. of the French Civil Code, applicable for a period of 2 (two) years starting from the discovery of the defect on condition of being committed within 5 (five) years following completion of the sale.

Hidden defect being defined as any defect in the item sold which makes it unfit for the use for which it is intended, or which reduces its use so much that the purchaser would not have bought it or would have bought it at a lower price. if he had known about it.

\* This warranty is applicable when:

- the defect was hidden,
- the defect existed on the date of purchase,
- the defect made the product unusable

**\* Legal warranty of conformity**

It covers:

\* any defect related to the conformity of the product, within the meaning of Articles L. 217-4 et seq. of the French Consumer Code, requiring any seller to warranty the conformity of goods sold to consumers, for a period of 2 years current from delivery of the goods and exclusively benefits consumer customers as defined by the introductory article of the French Consumer Code.

The conditions of legal warranties are framed by the provisions set by the legal and regulatory standards applicable to each of them.

As a preliminary statement, the professional partners of BURGER&CIE are reminded that :

- The design by BURGER of installation drawings/schemes of "GRAD" brand products for a work requested by a professional client is only addressed to him as a technical proposal and does not assimilate in any case BURGER&CIE as a project manager.
- In no case, the manufacture of GRAD products (resulting from an order during which a plan would have been proposed by BURGER&CIE) is specifically made for the work carried out by the professional client, these being mass produced.
- Any installer of "GRAD" brand products purchased from BURGER&CIE remains bound by its legal warranties or any other commercial warranties that they may offer to their customers.

As a reseller of "GRAD" brand products, all legal warranties are applicable to them.

- As a professional, all installers of "GRAD" products are required to respect the rules of the trade applicable to each work under penalty of liability.

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**\* Commercial warranty (additional warranty to legal warranties)**

\* Of a commercial nature, the Manufacturer's warranty (hereinafter the "Warranty") is complementary and optional, it constitutes the only contractual warranty offered by the company BURGER & CIE for its GRAD brand products.

Only for information, the warranty conditions of suppliers for which BURGER & CIE does not warranty are reproduced below.

The Warranty is offered by the Manufacturer to the end user of the products it manufactures under the GRAD brand (hereinafter the "Beneficiary").

The Manufacturer reserves the right to occasionally modify the conditions of this Warranty, the modifications of which apply to the products concerned purchased after its entry into force.

\* The Beneficiary can act directly with each professional involved in the design and installation of the products covered by the Warranty by activating any respective commercial warranties from which the user could possibly benefit.

The Manufacturer is not bound by the commercial warranties offered by the other participants in the manufacturing, design and installation cycle of the products delivered to the Beneficiary and by the professional installing the Manufacturer's products (hereinafter, the "Installer").

The Manufacturer is only bound by its Warranty.

#### **\*Scope**

The Warranty covers the defects noted on the products listed below respecting the general and specific conditions of the Warranty.

The conditions for implementing the Warranty (products concerned, duration, holder of the Warranty, conditions, exclusions, etc.) are mentioned in the "General and specific warranty conditions 2021" specific to each product.

It constitutes a contractual commitment of the Manufacturer towards the Beneficiary within the meaning of Articles L.217-15 and following of the French Consumer Code.

#### **\*Terms and conditions**

The Warranty applies only to the Beneficiary if he can prove to the Manufacturer that the installation, upkeep and maintenance instructions issued by the Manufacturer with regard to its products, whether general or specific to each product could be respected.

As far as possible, the Beneficiary is required to lift reservations upon receipt of his work if he considers that the various parties involved in the installation of the product ordered (and in particular the Installer) have not complied with the conditions of storage, maintenance... fixed by the Manufacturer.

In the event of activation of the Warranty, the Manufacturer reserves the right to check whether the storage and maintenance conditions have been respected by all the persons likely to store or maintain the products and to exercise any recourse to the against the person at the origin of a breach of these obligations.

#### **\* General exclusions**

\* The Warranty does not apply to replacement and wear parts (natural wear of the Product - wear caused by a lack of maintenance or improper maintenance; wear caused due to non-compliance with the maintenance guide of the Manufacturer that it provides),

\* The Warranty does not apply to products that have not been listed in the special conditions,

\* The costs of removal and refitting are in no case covered under the Warranty,

Depending on the nature of the components of the "GRAD" brand products, the claims mentioned below are expressly excluded from the Warranty:

• For wood-based products: warping, checks, cracks, resin pockets,

• For aluminum-based products: surface whitening (slight surface oxidation not affecting the mechanical resistance of the rails) of the "GRAD" brand product due to their contact with products metallic (copper, galvanized steel) or following immersion, immediate installation by the sea (splashing sea water), or in prolonged contact with strongly acidic or alkaline products;

• For steel-based products: slight traces of surface corrosion due to exposure of the galvanization carried out at the immediate seaside (projection of sea water);

• For stainless steel-based products: traces of corrosion due to a lack of maintenance linked to non-compliance with the conditions maintenance set by the Seller;

• For plastic-based products: permanent exposure of the products to light for a longer period of time at 6 months (during storage) which can cause bleaching and brittleness of the material.

Any Installer is required to comply with the standards applicable (local building codes) to the place of installation, and failure to do so, as demonstrated by the Warrantor, shall constitute a general exclusion from the Warranty.

#### **\*Duration**

The Warranty applies for a period defined below starting from the date referred to in the Procès-Verbal of reception of the work in the event of express receipt, failing the date of issue of the Installer invoice, to with regard to orders sent from January 1st 2022.

The Warranty ends at the end of this period, the conditions of which may vary depending on the product manufactured by the Manufacturer and according to the nature of the use of the products covered by the Warranty (private / public use).

It is agreed that public use means products intended for direct public use or for a public service.

Private use is defined as the exclusive use of products by their owner (natural person or legal person).

#### **\* Territorial scope of the Warranty:**

Only the product listed in this warranty and installed in the above countries:

- Countries in the EU zone as of 1st January 2022,
- Switzerland,

- Israel,
- United Kingdom,
- United Arab Emirates.

Only the products listed below are covered by the Warranty under the specific conditions mentioned below.

# I. STRUCTURE

BURGER & CIE sells to its customers under the GRAD brand, a clip-on terrace / cladding concept consisting of a structure and decking elements. Regarding the parts making up the structure of its concept, BURGER & CIE offers Beneficiaries the Warranty applicable to the following special conditions specific to each product listed below.

The conditions of the Warranty for these products are defined according to the technical recommendations described and proposed by the French technical standard DTU 51-4, which is the result of a consensus of the various participants in the French market for so-called traditional decking, specifying the technical conditions for the proper execution of this type of work specific to the market for traditional decking and most related to GRAD brand products.

As the DTU 51-4 is based on European standards, it is required as an essential condition of the Warranty for any installer domiciled in one of the member countries of the European Union to respect these standards if the standard has a relation with the Grad system, namely :

- Eurocode 1991 1-1, which defines the operating overloads to be respected when designing the GRAD system, and which has allowed the distance between the studs and between the slats to be fixed,
- the EN335 and EN350 standards defining the durability of the decking to be respected by the economic actors of the terrace sector,

All installers and users of the products are required to comply with the technical specifications and standards specified by the local regulations (site building code) applicable to the site of installation of the products.

Failure by the Warrantor to demonstrate compliance with these requirements by the user or installer of the products shall result in the exclusion of the application of the Warranty.

## 1.RAIL ALUMINUM

### **Duration of the Warranty**

20 years

This Warranty is valid for a period of 20 years starting from the date referred to in the Procès-Verbal of receipt of the work in the event of express receipt, failing the date of issue of the Installer invoice.

It does not apply to defects that appear or those notified to the Supplier by the Beneficiary after the expiration of the warranty period.

### **Warrantor**

BURGER & CIE  
Z.I du Bois l'Abbesse –  
68660 LIEPVRE - FRANCE

Tel: 03 88 07 65 67 • [service.clientburger@burger.fr](mailto:service.clientburger@burger.fr)

### **Claim covered by the Warranty**

\* Oxidation presenting structural risks revealing deep corrosion causing perforations in the rails installed according to the practices recommended by the rules of the art.

Compliance with the rules of the art by the client, the project manager and the various stakeholders (and in particular the Installer) in carrying out the operation ordered conditions the implementation of the Warranty.

### **Exclusions**

The Warranty does not apply:

- in the event of obstruction of the conditions dictated by BURGER & CIE and **in particular those appearing in the installation guide issued by BURGER & CIE (according to its version applicable during the implementation of the Warranty),**
- when the exclusion cases listed below contributed to the incident:
  - o Contact with sea water (submersion of the rails, rails installed from the immediate seaside),
  - o Contact with another metal with an inappropriate galvanic torque (copper, galvanized steel, etc.),
  - o Chemical treatment,

- o Change in color and appearance due to natural aging,
- o Installation in an industrial zone, because there is a risk of chemical releases accelerating corrosion,
- o Surface whitening (slight surface oxidation does not alter the mechanical strength of the rails),
- o Rails in prolonged contact with strongly acidic or alkaline products.

#### **Storage conditions for the "Aluminum rail"**

The products, objects of the Warranty must be stored under the conditions dictated by the Manufacturer, namely under a shelter allowing their protection from bad weather (wind, rain, snow, hail, etc.), the effects of the reflection of the Moon and the Sun and of all extreme pollution.

The storage conditions are applicable to all persons likely to store the products covered by the Warranty, regardless of their role in carrying out the operation, any failure by one of them may lead to the questioning of its responsibility.

As far as possible, the Beneficiary is invited to check the condition of the product before installation and to notify the Manufacturer to this effect of any reservations.

The Manufacturer reserves the right not to implement the Warranty if it considers that the Beneficiary has not complied with the storage obligations imposed on it, charges the Beneficiary to prove that it has stored the products, objects of the Warranty according to the storage conditions set by the Manufacturer.

In the event of activation of the Warranty, the Manufacturer reserves the right to check whether the storage conditions have been respected by all the persons likely to store and retain the products and to exercise any recourse against the person. the source of a breach of these obligations.

#### **Warranty value:**

\* Replacement of the goods initially delivered:

The Manufacturer provides the Beneficiary with a volume of merchandise equivalent / equal to the purchase value reduced by the application of an obsolescence rate varying according to the duration of use of the damaged merchandise \*:

\* in case of private use: \*

- 0 - 2 full years: 100% of the purchase value,
- 3 - 10 full years: 75% of the purchase value,
- 11 - 15 full years: 25% of the purchase value,
- 16 - 20 full years: 10% of the purchase value,

\* in case of public use:

- 0 - 2 full years: 100% of the purchase value,
- 3 - 10 full years: 50% of the purchase value,
- 11 - 15 full years: 10% of the purchase value,
- 16-20 full years: 5% of the purchase value.

**\*the period of use shall begin as from the express unconditional acceptance of the work ordered (i.e. the date mentioned in the statement of acceptance) or, failing that, the date of issue of the Installer's invoice.**

## **2.CLIPS**

#### **Duration of the Warranty**

20 years

This Warranty is valid for a period of 20 years starting from the date referred to in the minutes of receipt of the work in the event of express receipt, failing the date of issue of the Installer invoice.

It does not apply to defects that appear or those notified to the Supplier by the Beneficiary after the expiration of the warranty period.

#### **Warrantor**

BURGER & CIE  
 ZI du Bois l'Abbesse - 68660 LIEPVRE - FRANCE  
 Tel: 03 88 07 65 67 • [service.clientburger@burger.fr](mailto:service.clientburger@burger.fr)

#### **Claim covered by the Warranty**

\* Abnormal deformation or breakage of the clip occurring following installation and use in accordance with the conditions recommended by the rules of art.

Compliance with the rules of the art by the client, the project manager and the various parties involved in carrying out the operation ordered conditions the implementation of the Warranty.

#### **Conditions**

The use of wood species, profiles and structures must be validated by BURGER & CIE to implement the Warranty

\* Temperature range for use: between -20 ° C and + 60 ° C.

#### **Exclusions**

The Warranty does not apply:

- in the event of interference with the conditions dictated by BURGER & CIE and in particular those appearing in the installation guide issued by BURGER & CIE (according to its version applicable on the date of implementation of the Warranty),
- in the event of direct or indirect exposure to UV over a period of more than 6 months (during storage of the product) which may cause bleaching and fragility of the material making up the product.

#### **Storage conditions**

The products, objects of the Warranty must be stored under the conditions dictated by the Manufacturer, namely under a shelter allowing their protection from bad weather (wind, rain, snow, hail, etc.), the effects of the reflection of the Moon and the sun and of all extreme pollution.

The storage conditions are applicable to all persons likely to store the products covered by the Warranty, regardless of their role in carrying out the operation, any failure by one of them may lead to the questioning of its responsibility.

As far as possible, the Beneficiary is invited to check the condition of the product before installation and to notify the Manufacturer to this effect of any reservations.

The Manufacturer reserves the right not to implement the Warranty if it considers that the Beneficiary has not complied with these storage obligations imposed on it, charges the Beneficiary to prove that it has stored the products, objects of the Warranty according to the storage conditions set by the Manufacturer.

In the event of activation of the Warranty, the Manufacturer reserves the right to check whether the storage conditions have been respected by all the persons likely to store the products and to exercise any recourse against the person to the origin of a breach of these obligations.

#### **Warranty value**

\* Replacement of the goods initially delivered:

The Manufacturer provides the Beneficiary with a volume of merchandise equivalent / equal to the purchase value reduced by the application of an obsolescence rate varying according to the duration of use of the damaged merchandise \*:

\* in case of private use:

- 0- 2 full years: 100% of the purchase value,
- 3 - 10 full years: 75% of the purchase value,
- 11 -15 full years: 25% of the purchase value,
- 16-20 full years: 10% of the purchase value

\* in case of public use:

- 0 - 2 full years: 100% of the purchase value,
- 3 - 10 full years: 50% of the purchase value,
- 11- 15 full years: 10% of the purchase value,
- 16 - 20 full years: 5% of the purchase value.

\* the duration of use starts from the express unreserved lifting of the work ordered (ie the date mentioned in the report of the lifting of reservations), failing the date of issue of the Installer invoice.

## **3.TOP LIFT RANGE**

#### **Warranty period**

**20 years**

The warranty is valid for a period of 20 years starting from the date referred to the minutes of the work reception in case of express acceptance, failing the date of issue of the Installer's invoice.

#### **Warranter**

BURGER & CIE  
ZI du Bois l'Abbesse - 68660 LIEPVRE - FRANCE  
Tel : 03 88 07 65 67 • [service.clientburger@burger.fr](mailto:service.clientburger@burger.fr)

#### **Loss covered by the Warranty**

\* Break of the pedestal following installation and use in accordance with the **conditions recommended by the rules.**

**Compliance with the rules by the project owner and the various parties involved in carrying out the operation ordered conditions the implementation of the Warranty.**

#### **Terms**

- Operating temperature range: between -20° C and +60°C,
- Stable support (no risk of sinking and deformation of the support),
- Top+ Use (stiffener) from 3 heights of extensions.

#### Exclusions

The Warranty does not apply:

- In case of obstruction of the conditions dictated by BURGER & CIE **and in particular those appearing in the installation and maintenance issued by BURGER & CIE (according to the version applicable on the date of implementation of the Warranty),**
- In case of direct or indirect exposure of the product to UV rays for a period of 6 months (during storage) which may cause bleaching and fragility of the material composing the product.

#### Storage conditions

The products, objects of the Warranty must be stored according to the conditions dictated by the Manufacturer, namely under a shelter allowing their protection from bad weather (wind, rain, snow, hail) the effects of the reflection of the Moon and the sun and from all extreme pollution.

The storage conditions are applicable to all persons subjected to store the products, subject of the Warranty, regardless of their role to be played in carrying out the operation, any misconduct by one of them may lead to the questioning of his responsibility.

As far as possible, the Beneficiary is invited to check the condition of the product before its installation and to notify the Manufacturer to this end of any reserves.

The Manufacturer reserves the right not to implement the Warranty if it considers that the Beneficiary has not complied with the storage obligations imposed on it, it is up to the Beneficiary to prove that he has stored the products, objects of the Warranty according to the storage conditions set by the Manufacturer.

In case of activation of the Warranty, the Manufacturer reserves the right to check whether the storage conditions have been complied with by all persons subjected to store the products and to exercise any recourse against the person who caused the misconduct of these obligations.

#### Warranty value

\*Replacement of the goods initially delivered:

The Manufacturer provides the beneficiary with a volume of goods equal to the purchase value reduced by the application of a rate of obsolescence varying according to the duration of use of the damaged goods\* :

#### **\*in case of private use :**

- 0-2 full years: 100% of the purchase value,
- 3 - 10 full years: 75 % of the purchase value,
- 11-15 full years: 50% of the purchase value,
- 16-20 full years: 10 % of the purchase value

#### **\*in case of public use:**

- 0-2 full years: 100% of the purchase value,
- 3 - 10 full years: 50 % of the purchase value,
- 11-15 full years: 10% of the purchase value,
- 16-20 full years: 5 % of the purchase value.

\* the duration of use starts from the express lifting without reserve of the work ordered (i.e. the date mentioned in the report of lifting of reserves), failing the date of issue of the Installer's invoice.

## **4.TOP SCREW / TOP RAIL**

#### **Warranty period 20 years**

This warranty is valid for a period of 20 years starting from the date referred to the minutes of the work reception in case of express acceptance, failing the date of issue of the Installer's invoice.

#### **Warranter**

BURGER & CIE  
ZI du Bois l'Abbesse 68660 LIEPVRE - FRANCE  
Tel : 03 88 07 65 67 • [service.clientburger@burger.fr](mailto:service.clientburger@burger.fr)

#### **Loss covered by the Warranty**

\* Break of the pad following installation and use in accordance with the **conditions recommended by the rules.**

Compliance with the rules by the project owner and the various parties involved in carrying out the operation ordered conditions the implementation of the Warranty.

#### **Conditions**

- Operating temperature range: between -20° C and +60°C,
- Hard surface (concrete or floor).
- Private use only (solicitation 1 according to DTU 51.4)

#### **Exclusions**

The Warranty does not apply:

- In case of obstruction of the conditions dictated by BURGER & CIE and in particular those appearing in the installation and maintenance issued by BURGER & CIE (according to the version applicable on the date of implementation of the Warranty),
- In case of direct or indirect exposure of the product to UV rays for a period more than 6 months (during storage) which may cause bleaching and fragility of the material composing the product.
- In case of installation and use of the product on a deck with waterproofing complex

#### **Storage conditions**

The products, objects of the Warranty must be stored according to the conditions dictated by the Manufacturer, namely under a shelter allowing their protection from bad weather (wind, rain, snow, hail) the effects of the reflection of the Moon and the sun and from all extreme pollution.

The storage conditions are applicable to all persons subjected to store the products, subject of the Warranty, regardless of their rôle to be played in carrying out the operation, any misconduct by one of them may lead to the questioning of his responsibility.

As far as possible, the Beneficiary is invited to check the condition of the product before its installation and to notify the Manufacturer to this end of any reserves.

The Manufacturer reserves the right not to implement the Warranty if it considers that the Beneficiary has not complied with the storage obligations imposed on it, it is up to the Beneficiary to prove that he has stored the products, objects of the Warranty according to the storage conditions set by the Manufacturer.

In case of activation of the Warranty, the Manufacturer reserves the right to check whether the storage conditions have been complied with by all persons subjected to store the products and to exercise any recourse against the person who caused the misconduct of these obligations.

#### **Warranty value:**

\*Replacement of the goods initially delivered:

The Manufacturer provides the beneficiary with a volume of goods equal to the purchase value reduced by the application of a rate of obsolescence varying according to the duration of use of the damaged goods\*:

#### **In case of private use:**

- 0-2 full years: 100% of the purchase value
- 3 - 10 full years: 75 % of the purchase value,
- 11-15 full years: 50% of the purchase value,
- 16-20 full years: 10 % of the purchase value

#### **In case of public use:**

- 0-2 full years: 100% of the purchase value,
- 3 - 10 full years: 50 % of the purchase value,
- 11-15 full years: 10% of the purchase value,
- 16-20 full years: 5 % of the purchase value.

\* The duration of use starts from the express lifting without reserve of the work ordered (specifically the date mentioned in the minutes of lifting of reserves), failing the date of issue of the Installer's invoice.

## **5.TOP CUBE**

#### **Duration of the Warranty**

**20 years**

This Warranty is valid for a period of 20 years starting from the date referred to in the Work acceptance report in the event of express receipt, failing the date of issue of the Installer invoice.

#### **Warranter**

BURGER & CIE  
ZI du Bois'Abbesse - 68660 - LIEPVRE - FRANCE  
Phone: 03 88 07 65 67 • [contact@groupe-grad.com](mailto:contact@groupe-grad.com)



### **Claim covered by the Warranty**

\* Breakage of the cube occurring following installation and use in accordance with the conditions recommended by the rules of art.

Compliance with the rules of the art by the client, the project manager and the various parties involved in carrying out the operation ordered conditions the implementation of the Warranty.

### **Conditions**

- Temperature range for use: between -20 ° C and + 60 ° C.
- Assembled on a Grad® aluminum profile,
- Hard (concrete or tiled) or stable support.

### **Exclusions**

The Warranty does not apply:

- in the event of obstruction of the conditions dictated by BURGER & CIE and in particular those appearing in the installation and maintenance guide issued by BURGER & CIE (applicable on the date of implementation),
- in the event of direct or indirect exposure to UV of the product for a period of more than 6 months (during storage) which may cause bleaching and fragility of the material making up the product.

### **Storage conditions**

The products, objects of the Warranty must be stored under the conditions dictated by the Manufacturer, namely under a shelter allowing their protection from bad weather (wind, rain, snow, hail, etc.), the effects of the reflection of the moon and the sun and of all extreme pollution.

The storage conditions are applicable to all persons likely to store the products covered by the Warranty, regardless of their role in carrying out the operation, any failure by one of them may lead to the questioning of its responsibility.

As far as possible, the Beneficiary is invited to check the condition of the product before installation and to notify the Manufacturer of any reservations.

The Manufacturer reserves the right not to implement the Warranty if it considers that the Beneficiary has not complied with these storage obligations, charges the Beneficiary to prove that it has stored the products, objects of the Warranty according to the storage conditions set by the Manufacturer.

In the event of activation of the Warranty, the Manufacturer reserves the right to check whether the storage conditions have been respected by all the persons likely to store the products and to exercise any recourse against the person responsible of a breach of these obligations.

### **Warranty value**

#### \* Replacement of the goods initially delivered:

The Manufacturer provides the Beneficiary with an equivalent volume of merchandise equal to the purchase value reduced by the possible application of an obsolescence rate varying according to the duration of use of the damaged merchandise \*:

#### In case of private use (in full years):

- 0-2 years old: 100% of the purchase value,
- 3 - 10 years old: 75% of the purchase value,
- 11-15 years old: 50% of the purchase value,
- 16-20 years old: 10% of the purchase value

#### In case of public use (in full years):

- 0- 2 years old: 100% of the purchase value,
- 3 - 10 years old: 50% of the purchase value,
- 11-15 years old: 10% of the purchase value,
- 16-20 years old: 5% of the purchase value.

\* the duration of use starts from the express unreserved lifting of the work ordered (ie the date mentioned in the report of the lifting of reservations), if the Installer invoice date is missing.

# II. DECKING

As BURGER & CIE does not manufacture the decking components of its clip-on decking/cladding concept, these products are warranted according to the conditions set out in the commercial warranties of the decking manufacturers.

In case of activation of the commercial warranty offered by BURGER & CIE, it is recommended that the customer contact the boards manufacturer if he/she wishes to benefit from the commercial warranty offered by them as the manufacturer of the boards composing the decking of Grad® "clip-on decking concept".

BURGER & CIE assists in facilitating the implementation of any warranties offered by its suppliers of raw materials (boards), in particular by providing all the necessary supporting documents BUT in no case does BURGER & CIE assume responsibility for these warranties (offered by its suppliers).

For the sole purpose of informing its customers, BURGER & CIE has reproduced below the warranty conditions offered by its various partners, suppliers of raw materials (boards) used in the manufacture of its GRAD® products.

The warranty conditions of BURGER & CIE's suppliers communicated hereafter are those applicable as from July 1st, 2022.

BURGER & CIE cannot warranty that the warranty conditions of its suppliers are up to date, as they are provided for information purposes only.

Because its suppliers are located outside of France, the following terms have been translated from the original language into English.

In the event of any inconsistency between the version displayed within the Warranty by BURGER & CIE and those offered by its suppliers, the original version of the text of the warranties issued by the suppliers shall prevail in all cases.

As an exception, BURGER & CIE is the guarantor of the Warranty for the decking **exclusively supplied and manufactured by WOOD WORLD TRADING - EVOLEEN and VDC under the conditions set out below.**

## 1. ACCOYA® WOOD

### **Duration of the Warranty**

- 50 years when Accoya® wood is used in accordance with the conditions of use class 1, 2 and 3 as defined by standard EN 335-1,
- 25 years when Accoya® branded wood is used in accordance with the conditions of use class 4 defined by the EN 335-1 standard (or installed at less than 20 cm above the ground).

### **Warranty**

ACCSYS TECHNOLOGIES  
Westervoortsedijk 73  
PO Box 2147  
6827 AV ARNHEM - NETHERLANDS  
+31 (0) 26 366 4122 • +31 (0) 26 366 5936 • www.accoya.com

### **Damage covered by the warranty**

Material damage caused by:

- Fungal decay or rot,

For the purposes of this warranty, fungal decay shall be limited to decay caused by all soft rot fungi and the fungal species *Poria placenta*, *Coniophora puteana*, *Gloeophyllum trabeum*, *Coriolus versicolor*, *Serpula lacrymans*; it shall not include common surface mould, rust or any other organism, bacteria or fungus).

- Swelling or shrinkage greater than 2.5%,

-> in both of the above cases: an incident causing damage that no longer allows the Accoya® wood to fulfil its intended function.

### **Conditions**

Claim to be sent within 30 days following the discovery of a suspected incident to ACCSYS TECHNOLOGIES together with the original warranty certificate, copies of the corresponding invoice(s), a statement describing the damage and photographs showing the suspected damage.

Accoya® wood shall be stored, installed and/or stored in accordance with the written instructions provided by ACCSYS TECHNOLOGIES and by all certification bodies and the various legal and regulatory texts specific to construction applicable in each country where the products are used (building codes).

Failure to install Accoya® wood in accordance with the written instructions provided by ACCSYS TECHNOLOGIES shall void this warranty.

### Exclusions

- the warranty does not cover the costs associated with the removal of damaged or clean Accoya® wood products for the installation or replacement of Accoya® wood products or other costs refurbishment,
- Any use of Accoya® wood in the use class that contravenes the requirements set out in technical standard EN 335-1,
- Any contact between Accoya® wood and liquids with a pH greater than 9,
- Any permanent contact between Accoya® wood exposed to seawater and brackish water (use class 5 in accordance with standard EN 335-1),
- Any wood of the Accoya® modified or impregnated following delivery, for example by chemical treatments, without the prior written authorization of Accsys Technologies,
- Any damage or defect resulting from or attributable to improper storage, handling, placement or use of Accoya® wood including, without limitation, any damage due to the fact that written instructions given by ACCSYS TECHNOLOGIES would not have been respected,
- Misuse, neglect, alteration or abuse of Accoya® wood,
- A subsidence or a structural movement and / or a movement of the materials to which the wood of the Accoya® is attached,
- Damage due to the incorrect design of any structure or the exceeding of the maximum loads foreseen for the structure in question,
- Fortuitous events, in particular a hurricane, a tornado, hail, an earthquake, a flood and other severe meteorological or natural phenomena,
- Any cause other than manufacturing defects attributable to ACCSYS TECHNOLOGIES.

### Warranty value

ACCSYS TECHNOLOGIES will replace, at its sole discretion, any materially damaged Accoya® wood-based products, from the date of delivery to the expiration of the warranty periods announced.

## 2. KEBONY® WOOD

### Warranty period

30 years

### Warrantor

KEBONY NORGE AS  
For the attention of the Chairman and CEO  
Hoffsveien 48  
0377 OSLO - NORWAY  
email: info@kebono.com

### Claim covered by the warranty

Any material damage impacting Kebony® products that appears following use of class 3 defined by technical standard EN 335-1 and caused by:

=> the decomposition of wood caused by a fungus causing soft rot and by wood destroying fungi *Postia placenta*, *Coniophora puteana*, *Gloeophyllum trabeum* or *Corriolus versicolor*, so that Kebony® products no longer fulfill their intended function.

### Conditions

Any complaint must be made in writing to KEBONY NORGE AS within 30 days of the discovery of damage and as soon as it is suspected.

It must be accompanied by an original warranty certificate, copies of the relevant receipts, a statement describing the damage and photographs showing the suspected damage.

"Discovery" is defined as the time when the suspected damage was discovered, or should have been discovered, by the original owner / purchaser.

The warranty does not apply in the event of contamination of the products by non-destructive organisms such as surface mold, mildew or algae and does not entail any compensation or remedies on the part of KEBONY NORGE AS.

KEBONY NORGE AS reserves the right to inspect the products sold under the Kebony® before any possible assumption by its part and on any replacement request/remedies, financial repair or other appeals / requests initiated by through this Warranty.

From the time a potential claim is detected, the complainant must take all reasonable steps to protect Kebony® brand wood from further damage and all reasonable steps to mitigate potential losses caused by the suspected damage.

All warranties are valid provided that the installation instructions dictated by the Kebony®, user maintenance instructions, and other Kebony® product documents valid at the time of purchase, are observed. and monitored during handling, storage, installation and use of Kebony® brand products.

Failure to install Kebony® wood in accordance with the instructions dictated by KEBONY NORGE AS will render the warranty void.

### Exclusions

- This warranty does not cover the entire cost of removing damaged wood products sold under the Kebony®, the cost of installing and replacing wood products sold under Kebony® or own at any cost of renovation,
- Damage caused to any Kebony® product subsequently modified or impregnated, for example by chemical treatments, without the prior written authorization of KEBONY NORGE AS, is not covered by this Warranty,

- Damage or defects attributable in any way to the causes listed below are not covered by the Warranty, OR resulting from one of the causes listed below:

- o improper storage, handling, installation or use of Kebony® branded timber including, but not limited to, any damage for which the written instructions of KEBONY NORGE AS have not been followed;
- o misuse, neglect, alteration or abuse of Kebony® wood;
- o wrong structural arrangement or movement and/or movement of the materials to which Kebony® wood is linked;
- o any damage linked to an incorrect design of the entire structure,
- o when the maximum designed wind resistance is exceeded for any structure;
- o natural disasters, such as a hurricane, tornado, hail, earthquake, flood or any other serious climatic or natural phenomenon;
- o any cause other than manufacturing defects attributable to KEBONY NORGE AS.

#### Warranty value

From the goods delivered from January 1<sup>st</sup>, 2022, KEBONY NORGE AS will replace the volume of damaged goods according to their purchase value reduced by the application of a wear rate varying according to the duration of use of the damaged goods according to the attached table \*:

	Durability class (EN 350)	Durability class (EN 335)	Material compensation (%) over the warranty period according to the number of years of use after installation							
			Private use						Commercial/public use	
			100%	80%	60%	40%	20%	0%	100%	0%
KEBONY (charming terrace)	1 et 2	3,2	≤ 15 years	≤ 16 years	≤ 17 years	≤ 18 years	≤ 19 years	> 20 years	≤ 15 years	> 15 years
KEBONY (charming cladding)	1 et 2	3,1	≤ 25 years	≤ 26 years	≤ 27 years	≤ 28 years	≤ 29 years	> 30 years	≤ 25 years	> 25 years
KEBONY (light wood cladding)	1	3,2	≤ 25 years	≤ 26 years	≤ 27 years	≤ 28 years	≤ 29 years	> 30 years	≤ 25 years	> 25 years
KEBONY (light wood cladding)	1	3,1	≤ 30 years	≤ 31 years	≤ 32 years	≤ 33 years	≤ 34 years	> 35 years	≤ 30 years	> 30 years
rough sawn products	1	3,2	≤ 25 years	≤ 26 years	≤ 27 years	≤ 28 years	≤ 29 years	> 30 years	≤ 25 years	> 25 years

### 3. WOODEN “THERMOASH”

With reference to decking made of thermally modified Ash wood, usually referred to as "ThermoFrêne", it is stated that BURGER&CIE purchases from several suppliers who manufacture this type of wood.

These following are the warranty conditions offered directly by BURGER&CIE and those of its suppliers, who manufacture this type of blade.

BURGER&CIE undertakes to act as Warrantor for the decking boards supplied and manufactured for it by these following companies:

- **EVOLEN DOQ**  
OSJECKA 92PO BOX  
44330 NOVSKA  
CROATIA
- **WOOD WORLD TRADING**  
MARKA AURELIJA BR 9,  
SREMSKA MITROVICA 22000  
SERBIA
- **VANDECASTEELE HOUTIMPORT**  
BERGSTRAAT 25  
8511 AALBEKE  
BELGIUM

The terms of the Warranty offered by BURGER&CIE as Warrantor are set out below.

The BURGER&CIE company does not warranty the commercial warranty offered by THERMORY AS for the benefit of its ThermoFrêne decking which it manufactures and supplies, the conditions of which are mentioned below for information purposes only.

THERMORY AS is exclusively responsible for the products it manufactures.

### **3.1 SUPPLIER – WARRANTOR: THERMORY AS**

#### **Warranty period**

20 years

#### **Warrantor**

THERMORY AS  
Saha tee 25, Loo  
74201, HARJUMAA - ESTONIA  
Phone: +372 606 2903 • E-mail: [info@thermory.com](mailto:info@thermory.com)

#### **Claim covered by the warranty**

The warranty covers structural damage (rotting) of the product that occurs during the warranty period and is caused by soft rot fungi and wood destroying fungi beyond the parameters described in the applicable product data sheet.

#### **Conditions**

- The complaint must be made in writing to the representative of THERMORY AS within 14 days of discovery of the damage subject to this warranty accompanied by the original warranty certificate, copies of the purchase invoices and a declaration describing the damage, including explicit photos,
- THERMORY AS must be able to inspect the defects, damages, and the circumstances of the implementation of the products within a reasonable time considering the proximity of its representative before all disassembly or repair work,
- The complainant must take all reasonable measures to protect the condition of the product and prevent possible future damage until THERMORY AS has ascertained the damage,
- The product must be stored, transported, and installed according to the recommendations made by THERMORY AS,
- The product must be stored, transported, and installed in accordance with the construction rules applicable at the place of installation.

#### **Exclusions**

The warranty does not apply in the event of:

- Damage due to abnormal use of the terrace or not accepted according to the instructions (sales manual) of THERMORY AS,
- Poor storage, handling or transport of the product,
- Installation not in accordance with the installation recommendations communicated by THERMORY AS,
- Use of accessories or fixings not in conformity or not recommended by THERMORY AS,
- Damage caused by negligence or poor construction on site,
- Impacts related to falling objects or excessive wind gusts,
- Installation of the product less than 10 cm from the ground (distance between the ground and the underside of the blade), above stagnant water or without sufficient ventilation,
- Natural disaster,
- Environmental pollution or contaminated air,
- Discoloration, spots or stains caused in whole or in part by mold, fungus, algae, organic material, metal oxides or particles, including, but not limited to rust or corrosion of any fasteners, dirt, other air or environmental pollutants, foreign substances such as grease or oil, chemicals including but not limited to those found in cleaners, pesticides, fertilizers, paints, adhesives and surface treatments,
- Damage related to the distortion or collapse of the ground or the structure on which the product is installed,
- Damage related to a fire (including barbecue, grills etc.),
- Damage caused by animals such as rodents, insects or wild or domestic animals,
- Modifications or reprocessing of products,

- Normal wear and tear, including the natural change in color due to normal weathering (defined as natural efflorescence, exposure to sunlight, weathering and atmospheric conditions which cause any colored or wooden surface to gradually discolor, cracks or collects dirt or stains).

### Warranty value

THERMORY AS will replace (redelivery) or compensate for the costs of the damaged product subject to warranty, depending on the aging of the terrace:

- up to 5 years old : 100% of the purchase value
- from 6 to 10 years old : 60% of the purchase value
- from 11 to 15 years old: 30% of the purchase value
- from 16 to 20 years old: 10% of the purchase value

This warranty constitutes the only warranty given by THERMORY AS. Any other type of warranty is excluded.

They apply to products purchased, installed and / or used in France.

### **3.2. SUPPLIERS: EVOLEN DOQ – WOOD WORLD TRADING – VANDERCAESELE HOUTIMPORT** **WARRANTOR: BURGER&CIE**

BURGER&CIE offers the Beneficiaries of its Warranty to be its Warrantor under the following conditions,

These conditions apply exclusively to Thermoash decking supplied by the following companies: EVOLEN DOQ - WOOD WORLD TRADING - VANDERCAESELE HOUTIMPORT.

These conditions are similar to those set by THERMORY AS.

These conditions of the Warranty offered by BURGER&CIE for this product are defined according to the technical recommendations described and proposed by the French technical standard DTU 51-4.

As the DTU 51-4 is based on European standards, it is required as an essential condition of the Warranty for any installer domiciled in one of the member countries of the European Union to respect these European standards if these standards have a relation with the Grad system, namely the EN350 standards defining the durability of the decking to be respected by the economic actors of the terrace sector,

All installers and users of these type of products are required to comply with the technical specifications and standards specified by the local regulations (site building code) applicable to the site of their installation.

Failure by the Warrantor to demonstrate compliance with these requirements by the user or installer of the products shall result in the exclusion of the application of the Warranty.

### Warranty period

20 years

### Warrantor

BURGER & CIE  
Z1 du Bois'Abbesse - 68660 - LIEPVRE - FRANCE  
Phone: 03 88 07 65 67 • [serviceclientgrad@burger.fr](mailto:serviceclientgrad@burger.fr)

### Damages covered by the Warranty

The Warranty covers structural damage (soft rot - fungal disease) to the decking that appears during the warranty period that may be caused by:

- \* Fungi,
- \* all effects caused by fungi

that may destroy the decking wood beyond the parameters described by the manufacturer or seller.

### Conditions

- The complaint must be sent in writing to BURGER&CIE to the following e-mail address: [serviceclientgrad@burger.fr](mailto:serviceclientgrad@burger.fr) within a reasonable time after the discovery of the damage subject to this Warranty, accompanied by photos showing the damage and defect,
- Prior to any disassembly or repair work, BURGER & CIE shall be given the opportunity by one of its representatives, within a reasonable time to
  - inspect the defects and damages claimed by each person relying on the Guarantee,
  - inspect the defects and damages reported by each person relaying under the Warranty, and to take cognizance of the circumstances of use of the products concerned before any disassembly or repair work is started,
- Any potential Beneficiary must take all reasonable steps and actions to protect the product concerned and prevent any future damage to allow BURGER&CIE to identify it,
- The product shall be stored, transported, and installed in accordance with the recommendations of BURGER&CIE,
- The product shall be stored, transported, and installed in accordance with the applicable building regulations at the place of installation (local building codes).

## Exclusions

The Warranty does not apply in the event of a claim arising from :

- abnormal use of the deck or use that does not comply with the installation and maintenance instructions and recommendations issued by BURGER&CIE,
- abnormal use of the deck or use that does not comply with the installation and maintenance instructions and recommendations issued by BURGER&CIE,
- improper storage, handling or transportation of the products,
- installation not in accordance with BURGER&CIE's recommendations,
- Use of accessories or fastening parts not recommended by BURGER&CIE,
- Negligence or poor construction that does not comply with applicable standards and good engineering practice,
- Impact from falling objects or excessive wind gusts,
- installation of the product at less than 10 cm (3.9 pouces) from the ground (i.e. the required distance between the ground and the underside of the deck), above a building, or above a wall.
  - above standing water or without sufficient ventilation,
- natural disasters,
- environmental pollution or contaminated air,
- the presence of mould, fungus, algae, organic matter, metal oxides or any other particles, such as bacteria, fungi, viruses, fungus, etc., on the decking

o any other particles, such as rust or corrosion, dirt or other air or environmental pollutants,  
o any other foreign substances, such as grease or oil, chemicals, including but not limited to those found in cleaners, pesticides, fertilizers, paints, adhesives and surface treatments,

which may have caused discoloration or staining of the product.

- deformation and collapse of the ground or any structure on which the product is installed,
- fire (including barbecues, grills etc.),
- acts committed by animals such as rodents, insects or wild or domestic animals,
- alteration of the products, whether intentional or unintentional,
- normal wear and tear of the product, including as a result of a naturally occurring change in the product such as staining due to normal weathering, i.e. natural efflorescence, exposure to sunlight, weathering and atmospheric conditions resulting in the natural progressive fading of a coloured wood-based surface which cracks easily allowing dirt to accumulate in the form of stains.

## Warranty value

\*Replacement of the goods initially delivered:

The Manufacturer provides the Beneficiary with a volume of equivalent goods equal to the purchase value reduced by the possible application of a rate of obsolescence varying according to the duration of use of the damaged goods \* :

### In case of private use :

- 0-2 full years: 100% of the purchase value,
- 3 - 10 full years: 75% of the purchase value,
- 11-15 full years: 50% of the purchase value,
- 16-20 full years: 10% of the purchase value

### In case of public use :

- 0- 2 full years: 100% of the purchase value,
- 3 - 10 full years: 50% of the purchase value,
- 11-15 full years: 10% of the purchase value,
- 16 - 20 full years: 5% of the purchase value.

\* The period of use shall begin on the date on which the work ordered is expressly lifted without reservation (i.e. the date mentioned in the report on the lifting of reservations), failing which it shall begin on the date of issue of the Installer's invoice.

## 4. THERMOPIN ET THERMO CLEAR PINE

### 4.1 FOURNISSEUR: THERMORY AS

DTU 51-4 has determined recommendations for the use of warranty products which differ according to the conditions of installation and use called "classes of use".

#### Warranty period

15 years

#### Warrantor

THERMORY AS  
Saha tee 25, Loo  
74201, Harjumaa - ESTONIA  
Phone: +372 606 2903 • E-mail: [info@thermory.com](mailto:info@thermory.com)

### **Claim covered by the warranty**

The warranty covers structural damage (rotting) of the product that occurs during the warranty period and is caused by soft rot fungi and wood destroying fungi beyond the parameters described in the applicable product data sheet.

### **Conditions**

- The complaint must be made in writing to the representative of THERMORY AS within 14 days of discovery of the damage subject to this warranty accompanied by the original warranty certificate, copies of the purchase invoices and a declaration describing the damage, including explicit photos,
- THERMORY AS must be able to inspect the defects and the circumstances of the implementation of the products within a reasonable time taking into account the proximity of its representative before disassembly or repair work has been undertaken ,
- The complainant must take all reasonable measures to protect the condition of the product and prevent possible future damage until THERMORY AS has ascertained the damage,
- The product must be stored, transported and installed according to the recommendations of THERMORY AS,
- The product must be stored, transported and installed in accordance with the construction rules applicable at the place of installation.

### **Exclusions**

- Damage due to abnormal use of the terrace or not accepted in the instructions (manual) of THERMORY AS,
- Poor storage, handling or transport of the product,
- Installation not in accordance with THERMORY AS installation recommendations,
- Use of accessories or fixings not in conformity or recommended by THERMORY AS,
- Damage caused by negligence or poor construction on site,
- Impacts related to falling objects or excessive wind gusts,
- Installation of the product less than 10 cm from the ground (distance between the ground and the underside of the blade), above stagnant water or without sufficient ventilation,
- Natural disaster,
- Environmental pollution or contaminated air,
- Discoloration, spots or stains caused in whole or in part by mold, fungus, algae, organic material, metal oxides or particles, including, but not limited to rust or corrosion of any fasteners, dirt, other air or environmental pollutants, foreign substances such as grease or oil, chemicals including but not limited to those found in cleaners, pesticides , fertilizers, paints, adhesives and surface treatments,
- Damage related to the distortion or collapse of the ground or the structure on which the product is installed,
- Damage related to a fire (including barbecue, grills etc.),
- Damage caused by animals such as rodents, insects or wild or domestic animals,
- Modifications or reprocessing of products,
- Normal wear and tear, including the natural change in color due to normal weathering (defined as natural efflorescence, exposure to sunlight, weathering and atmospheric conditions which cause any colored or wooden surface to gradually discolour, cracks or collects dirt or stains).

### **Warranty value**

THERMORY AS will replace (redeliver) or compensate the costs of the damaged product subject to warranty, depending on the aging / age of the product:

- up to 5 years old : 100% of the purchase value
- 6- 9 years old : 60% of the purchase value
- 10-12 years old : 30% of the purchase value
- 13-15 years old : 10% of the purchase value

These warranties constitute the only Warranty given by THERMORY AS. Any other type of warranty is excluded.

They apply to products purchased, installed and/or used in France.

## **5. COMPOSITE**

### **Warranty period**

COMPOSITE CO-EXTRUDE NEKKO => 15 years

NORMAL COMPOSITE => 10 years

### **Warrantor**

HUZHOU XINFENG WOOD PLASTIC COMPOSITE CO., LTD  
Attn: Andy Shen. No. 187,  
West Changhong Street, Deqing Economic Development Zone,  
Huzhou City - CHINA  
Tel: 0086-571-89935786 • xf@hzxinfeng.com

### **Claim covered by the warranty**

Any claim that arises as a result of:

- cracks and breaks,
- rots,
- fungi and termites.



## Conditions

- Installation: The warranty does not cover the cost of installation, removal or reinstallation, including, but not limited to, labor and transportation. XINFENG's sole obligation is limited to the replacement of products, and XINFENG will have no other liability, except as expressly stated herein, Under no circumstances can XINFENG be held liable for incidental, special, indirect or consequential damages resulting from a defect in the products supplied, including material damage,
- Fasteners: This warranty does not extend to fasteners which are not provided by XINFENG. This Warranty excludes fastener rust or rotting caused by fasteners,
- All complaints must be sent within 30 days to HUZHOU XINFENG WOOD PLASTIC COMPOSITE CO., LTD and must contain the purchase invoice and photos showing the defects observed,
- After examining all the information, XINFENG will make a decision on the validity of this claim.

If XINFENG confirms the validity of the Buyer's claim, the sole responsibility of XINFENG will be, at its option, either to replace the defective products or to refund the part of the purchase price paid by the buyer for these defective products. .

If XINFENG provides replacement materials, it may elect to replace the percentage, listed at the end of this warranty, of products that otherwise meet the requirements of a claim;

If XINFENG refunds the purchase price, it may elect to refund the percentage, listed at the end of this warranty, of products that otherwise meet the requirements of a claim.

The warranty is applicable if the terrace is installed and maintained in accordance with the directives communicated by XINFENG.

## Exclusions

- Incorrect installation of products and / or non-compliance with installation guidelines including non-compliance with center distance.
- Use of products beyond normal use or in an application not recommended.
- Movements and / or alterations linked to the bad structure on which the product is installed.
- Act related to the weather such as flood, hurricane, earthquake, ...) environmental conditions (such as air pollution, humidity, ...) or originating from foreign substances (such as dirt, grease, oil, ...).
- Variation or change in color of the product.
- Normal weathering due to exposure to sunlight, weathering and the atmosphere, which can cause abnormal coloring or, among other things, chipping or accumulating dirt or stains.
- Improper handling or improper storage conditions.
- Ordinary wear.
- All fasteners not provided by XINFENG,
- Decomposition caused by fasteners.

Replacement proportion: It should be discussed with the manufacturer based on the detailed problems.

## 6. BAMBOO MOSO®

### 6.1. X-TREME RANGE

MOSO INTERNATIONAL BV communicates to its customers a few recommendations for the maintenance, installation and use of this product which may have an influence on the activation of the supplier's warranty .

#### Warranty period

25 years

#### Warrantor

MOSO INTERNATIONAL B.V.,  
Adam smithweg 2  
1689 ZW ZWAAG  
THE NETHERLANDS  
Phone: +31 (0) 229 265732  
www.moso-bamboo.com

MOSO International B.V. warranties the manufacture and gluing of the Bamboo X-treme® outdoor products \* for a period of 25 years from the date of purchase in accordance with the following provisions:

This warranty does not cover damage due to misuse, accidents, presence of insects, force majeure and damage related to abnormal use of the product.

- The warranty also does not cover visible deterioration, such as for example: joints, marks, discolorations due to light, deformation or wear of the top layer due to ambient humidity. Damage resulting from improper maintenance of the wear layer or improper installation of the material is also excluded from this warranty. Mechanical, chemical or moisture damage is not warrantyd either.

- This warranty statement cancels and replaces all previous ones, the issuance of the manufacturer's warranty is only valid for the current version.

### **Application scope**

- The warranty extends to class A products installed in suitable locations.
- The warranty only applies to normal use. Normal use includes, among other things, the application of the product in the function for which it was designed.
- Only the initial purchaser benefits from the MOSO® warranty under the conditions set out above. This warranty cannot be transferred to a subsequent purchaser.

### **Claim covered by the warranty**

- The warranty does not cover damage related to misuse, insect infestation, force majeure and damage caused by other circumstances in the context of improper use,
- Purely visual appearance defects such as imprints, assemblies, discolorations due to light, deformation due to seasonal climatic conditions or wear of the saturation layer are not covered. Disorders related to improper installation, improper upkeep, cleaning and maintenance of the saturation layer, mechanical or chemical damage are also excluded from the warranty,
- This warranty cancels and replaces previous editions; The granting of the manufacturer's warranty applies only to the current version.

### **Scope**

- Bamboo X-treme® Exterior Product is a product obtained from natural forests and may vary in color, grain and appearance. The color variation cannot justify a complaint,
- Surface and blade head checks may result from drying stresses on the surface and cut ends. This phenomenon is normal for all types of wood and cannot give rise to a complaint,
- Both sides of the product will become rough over time and will show splinters, which is due to the phenomena of expansion and shrinkage associated with the alternation of dry and wet periods. This phenomenon is normal for all types of wood and cannot give rise to a complaint,
- Dimensional variations or tilting may appear after installation. These phenomena are normal for all woods and cannot give rise to a complaint,
- The warranty applies only to products of choice A,
- The warranty only applies to normal use. Normal use includes, among other things, the application of the product in the function for which it was designed,
- The warranty applies only to the original purchaser and cannot be transferred.

### **Warranty conditions**

The implementation of this warranty will be valid under the following conditions:

- Correct installation: the warrantor recommends carefully reading the installation advice before laying the parquet. Installation instructions are available in any original packaging and on our website: [www.moso-bamboo.com/documentations](http://www.moso-bamboo.com/documentations). He is responsible for ensuring the humidity level of the soil and the appropriate installation for heated floors.

- Cleaning and maintenance: You can find the necessary information for the maintenance of our products, in each of the original boxes or at this link: [www.moso.eu/documentations](http://www.moso.eu/documentations). No complaints are accepted in the event of poor maintenance of the product.

- Adequate maintenance of the coating: the warranty does not cover damage resulting from normal wear and tear of the parquet. If it shows signs of partial or total wear, it will need to be renovated to protect the material. No complaints are accepted for complaints relating to poor maintenance of the top layer of parquet.

In order to assert the warranty, the product must be installed in accordance with the implementation and installation instructions which must be read carefully before any implementation. No complaint can be considered in the event of a non-compliant installation.

### **Implementation of the warranty**

The complaint must be addressed in writing within 30 days to the MOSO reseller or distributor, to a MOSO subsidiary or directly to: MOSO INTERNATIONAL B.V., Adam Smithweg 2, 1689 ZW ZWAAG - NETHERLANDS.

A copy of the invoice must be attached to the complaint.

MOSO® International reserves the right to verify the damage on site after having made an appointment.

\*) Bamboo X-treme® deck board, cladding, fencing, joists and finishing board.

## Valid version of the warranty

The company MOSO INTERNATIONAL B.V communicates all the conditions in force of its warranty applicable to X-TREME products at the following link:

[https://www.moso-bamboo.com/wp-content/uploads/FR\\_Bamboo-X-treme\\_garantie\\_LQ-1.pdf](https://www.moso-bamboo.com/wp-content/uploads/FR_Bamboo-X-treme_garantie_LQ-1.pdf)

In the event of a contradiction between the above mentions and those mentioned at the above link, the latter take precedence over the document posted by the company BURGER & CIE, the latter having only an informative purpose.

## 6.2. N-DURANCE RANGE

The product MOSO BAMBOO N-Durance is a deck board, manufactured by the company MOSO INTERNATIONAL B.V from bamboo slats compressed at very high density.

A special crushing and compression process allows these products to achieve the highest durability class under current European standards, which increases the hardness and stability of this product line.

One of the characteristics of the MOSO® Bamboo N-Durance deck board is the tongue and groove at the head of the board: this can only be achieved with very stable materials allowing a large number of boards to be butted lengthwise.

This product can also be used in many outdoor applications, such as cladding and solar shading. Like tropical woods, the MOSO® Bamboo N-Durance deck will lighten and gradually turn gray, giving it a very natural look.

MOSO INTERNATIONAL BV communicates to its customers a number of recommendations for the maintenance, installation and use of this product which may have an influence on the activation of the supplier's warranty.

### Warranty period

25 years

### Warrantor

MOSO INTERNATIONAL B.V.,  
Adam smithweg 2  
1689 ZW ZWAAG  
THE NETHERLANDS  
Phone: +31 (0) 229 265732  
[www.moso-bamboo.com](http://www.moso-bamboo.com)

MOSO International B.V. warrants the manufacture and gluing of Bamboo N-durance Deck Boards for a period of 25 years from the date of purchase in accordance with the following provisions:

- This warranty does not cover damage resulting from misuse, insect infestation, force majeure and damage caused by other circumstances through improper use.
- Purely visual appearance defects such as imprints, assemblies, discolorations due to light, deformation due to seasonal climatic conditions or wear of the saturation layer are not covered. Disorders related to poor installation, poor upkeep, cleaning and maintenance of the saturation layer, mechanical or chemical damage are also excluded from the warranty.
- This warranty cancels and replaces previous editions; The granting of the manufacturer's warranty applies only to the current version.

### Scope

- Bamboo N-durance outdoor product is a product obtained from natural forests and may vary in color, grain and appearance. The variation in color cannot justify a complaint.
  - Surface and blade head checks may result from drying stresses on the surface and cut ends. This phenomenon is normal for all types of wood and cannot give rise to a complaint.
  - Both sides of the product will become rough over time and will show splinters, which is due to the phenomena of expansion and shrinkage associated with the alternation of dry and wet periods. This phenomenon is normal for all types of wood and cannot give rise to a complaint.
  - Dimensional variations or tilting may appear after installation. These phenomena are normal for all woods and cannot give rise to a complaint.
  - The warranty applies only to products of choice A.
  - The warranty only applies to normal use.
- Normal use includes, among other things, the application of the product in the function for which it was designed.
- The warranty applies only to the original purchaser and cannot be transferred.

### Warranty conditions

In order to claim the warranty, the product must be installed and maintained in accordance with the installation advice.

Before installation, please read our installation and maintenance tips carefully. No complaint can be taken into account in the event of improper installation or maintenance.

## Warranty

- This warranty supplements the buyer's legal rights, including the buyer's rights against the seller.
- If a complaint is submitted before installation, defective products are replaced free of charge. No complaints can be accepted after installation of the equipment, in the event that the buyer could have noticed the defects before installation.
- The warranty cannot cover damage caused by a third party (example: transport damage).
- If the defects appear after installation, MOSO International BV reserves the right to either repair the defect or to replace the purchaser's equipment free of charge. If the defective product is no longer in the range, an equivalent product from the current range will be provided.
- A complaint does not imply an extension of the warranty period.
- Implementation costs and other costs are not covered by the warranty.

### Implementation of the warranty

- The complaint must be sent in writing within 30 days to the MOSO reseller or distributor, at a subsidiary of MOSO or directly to: MOSO International B.V., Adam Smithweg 2, 1689 ZW ZWAAG, The Netherlands. A copy of the invoice must be attached to the complaint.
- MOSO® International reserves the right to verify the damage on site after having made an appointment.

### Valid version of the warranty

The company MOSO INTERNATIONAL B.V communicates all the conditions in force of its warranty applicable to N-DURANCE products at the following link:

[https://www.moso-bamboo.com/wp-content/uploads/FR\\_Bamboo-N-durance\\_lame-de-terrace\\_garantie\\_LQ.pdf](https://www.moso-bamboo.com/wp-content/uploads/FR_Bamboo-N-durance_lame-de-terrace_garantie_LQ.pdf)

In the event of a contradiction between the above mentions and those mentioned at the above link, the latter take precedence over the document posted by the company BURGER & CIE, the latter having only an informative purpose.

# 7. DEX

### Warranty period

2 years from delivery of the goods, in accordance with Directive 1999/44 / EE.

### Warrantor

ITCOM INDUSTRIAL S.A  
R.DA INDUSTRIA  
Rua da Industria n ° 41  
4760-810 LOUSADO  
AP 159 E.C. FAMALICAO  
[www.itcomindustrial.com](http://www.itcomindustrial.com)

### Covered by warranty

- manufacturing defects of the product,

### Exclusion

- contact with chemicals or paints,  
- damage caused by the installation of the construction or by movements of masonry.

### Costs not covered

Labor costs to remove or install defective equipment

### Beneficiary

Original buyer