

Certificate

As an extension to the statutory rights of the customer, DOYMA guarantees the correct functioning of your DOYMA product for 25 years from the date of its purchase. The effective date for validity is 01.01.2007. However, should the DOYMA product fail to function correctly during this time as a result of a product defect and consequential damage occurs, then DOYMA will:

- *Replace the defective DOYMA product.*
- *Reimburse the required installation and removal costs following prior agreement with DOYMA up to a maximum amount of 10,000 €. DOYMA reserves the right to carry out the work, which is necessary within the framework of the maximum amount, themselves or to have it carried out by a DOYMA approved third party.*
- *Reimburse the cost of all property damage incurred as a consequence of the defective DOYMA product, in particular damage to your property that has been caused by the ingress of water, and repair work that has become necessary, in particular drying, painting and masonry work, following prior agreement with DOYMA, up to a maximum amount of 100,000 € in each individual case, in so far as the damage was foreseeable by DOYMA; DOYMA reserves the right to carry out the work required for the rectification of the damage themselves or to have it carried out by a DOYMA approved third party.*

This guarantee is only applicable when the actual DOYMA product itself is defective, and is therefore not applicable when the failure of the DOYMA product has occurred as a result of the product having been installed or used in a manner which is contrary to established engineering principles in the construction industry and particularly DOYMA application and installation guidelines; it also does not apply when the failure of the DOYMA product is related to damage to the product sustained prior to, during or post installation howsoever caused. Should you be unable to refute a substantiated objection from DOYMA, that one of the grounds for exclusion outlined here is applicable, then the rights of the guarantee will be void.

A prerequisite for making a claim under this guarantee is the submission of the original purchase invoice for the DOYMA product involved in the complaint, without this the rights contained in this guarantee are unenforceable. The original purchase invoice together with full details of the complaint must be addressed to:

DOYMA GmbH & Co
Industriestrasse 43-57
D-28876 Oyten
Fax: 0049 (4207) 91 66-199

The scope of this guarantee is restricted to the area of the European Union and Switzerland. Should you have purchased or used the DOYMA product outside the European Union or Switzerland, then this guarantee is void and you are referred to the statutory rights.

For all legal relations between DOYMA and you resulting from this guarantee agreement only the authoritative law at our registered office (German law) will apply, with the exclusion of foreign law, for the legal relations of domestic parties; the validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

For all disputes relating to this guarantee the sole place of jurisdiction will be Oyten, in the Federal Republic of Germany.

The original text can be found in German on the Internet at www.doyma.de. We cannot accept responsibility for errors made in translation.

