

Quality Warranty Conditions for Products Distributed by UAB Eternit Baltic

GENERAL PROVISIONS

1. The terms of the quality warranty for the products distributed by UAB Eternit Baltic determine the rules for granting and using the quality warranty in relation to the products specified in these rules.
- 2. Main definitions:**
 - 2.1. Distributor – UAB Eternit Baltic, located at J. Dalinkevičiaus st. 2H, Naujoji Akmenė, Lithuania;
 - 2.2. Products – products manufactured and distributed by the Manufacturer or produced in companies related to the Manufacturer and distributed by the Manufacturer:
 - 2.2.1. Cedral fibre cement siding;
 - 2.2.2. Cedral fibre cement slates;
 - 2.2.3. EQUITONE fibre cement panels;
 - 2.2.4. Eternit profiled fibre cement sheets;
 - 2.2.5. fittings and fasteners for the abovementioned products.
 - 2.3. Sellers – companies that purchase Products from the Distributor under long-term cooperation agreements;
 - 2.4. Buyers – end users of the Products with documents proving the purchase / payment, i.e.: (i) natural persons – homeowners, (ii) construction contractors, (iii) companies that purchased the Products for their own needs;
 - 2.5. Warranty – the Distributor's obligation to the Seller to return the amount paid for the Products, to replace the Products or to correct the defects of the Products, if the Products were of poor quality;
 - 2.6. Warranty Period – the validity period of the Distributor's warranty;
 - 2.7. Installation Rules – Product installation rules approved by the Distributor, published on the Distributor's website;
 - 2.8. Storage Rules – Product storage rules approved by the Distributor, published on the Distributor's website;
 - 2.9. Identification Number – imprints on the Products (CE marking, shift number, date of manufacture, factory number and letters, date of manufacture, date of painting, shift, category of painted production), which can be on one or both sides of the product;
 - 2.10. Claim – a document filled out by the Seller or the Buyer (end user) when contacting the Distributor concerning quality issues of the Products that the Seller or Buyer believes have arisen.
3. The Distributor shall provide a Warranty for Products purchased by Sellers or Buyers.
4. The Sellers must explain these warranty conditions to Buyers.
5. If questions arise concerning the quality of the purchased Product, the Seller or the Buyer shall contact the Distributor.

TERMS OF WARRANTIES

6. Warranty validity period for Products manufactured from 2010 onwards:
 - 6.1. For Eternit profiled fibre cement sheets and fittings – 5 years for paint and 30 years for operational properties;
 - 6.1.1. For a period of up to 10 years, roofing and roof replacement works are reimbursed.

- 6.1.2. For the period 11-30 years, 50% of the value of the roofing is reimbursed.
- 6.2. For Cedral fibre-cement sidings – 10 years for surface coating with paint and operational properties;
- 6.3. For Cedral fibre-cement slates – 10 years for surface coating with paint and operational properties;
- 6.4. EQUITONE for fibre cement panels – 10 years for surface coating and operational properties.

WARRANTY CONDITIONS

- 7. The warranty period shall start to run from the date of issuing the VAT invoice (purchase receipt) with the specified Product and its quantity to the Buyer.
- 8. The warranty shall apply to Product defects for which the Distributor is responsible.
- 9. The warranty shall apply if the Seller and the Buyer transport, store, install, process and use the Products in compliance with the installation and storage rules published on the Distributor's website and other instructions published on the Distributor's website.
- 10. The Distributor hereby warrants that the Products shall maintain their useful properties throughout the warranty period.

- 11. The warranty shall not apply when the Product defect/damage occurred due to the following reasons:
 - 11.1. due to external factors, mechanical damage, normal wear and tear, improper operation (in violation of the Product Storage and Installation Rules published on the Distributor's website), use for purposes other than those for which the Product is intended;
 - 11.2. due to natural disasters or *force majeure*;
 - 11.3. due to damage to the roof covering caused by unqualified performance of roof maintenance and repair works; when installing additional devices on the roof;
 - 11.4. due to changes in the colours of the Products or their details, the cause of which is environmental or other external effects: exposure of aggressive chemicals with or without precipitation to the roof covering, etc.

- 12. The warranty shall not apply if at least one of the following cases is established:
 - 12.1. if all the documents specified in Clauses 20 and 21 are not provided to the Distributor;
 - 12.2. if the documents provided to the Distributor are contradictory or the information is illegible or misleading;
 - 12.3. if the Distributor determines that the Products were improperly stored, transported, or installed.

USE OF WARRANTY

- 13. The Distributor undertakes to replace the Products with similar Products and to compensate the costs of replacing the Products (e.g. roof covering) actually incurred by the Buyer and agreed upon with the Distributor, if defects in the Products appear during the Warranty Period that have a negative impact on the functional quality of the building structures in which the Products were used.
- 14. The Distributor shall not compensate the Buyer for the costs of the flooring (diffusion or condensation film, etc.), wood products, waterproofing, removal and disposal of the Products and possible damage to the interior of the building and/or property inside the building.
- 15. The Distributor undertakes to reimburse the Buyer's costs equal to the value of the Products, if during the Warranty Period Product defects occur, which have a negative impact on the functional quality of the roof covering, and the Buyer rejects the Distributor's Products, which could be used to replace the defective Products and install other products instead.

CLAIM SUBMISSION PROCEDURE

16. Claims concerning the quality of the Products shall be examined by the Distributor after receiving them from the Seller or the Buyer. The Buyer may contact the distributor directly.
17. The Buyer's Claim shall be submitted to the Distributor by filling out the form published on the Distributor's website or in free form in writing.
18. The Seller's Claim to the Distributor shall be submitted by filling out the form published on the Distributor's website.
19. The Claim must be submitted immediately upon noticing obvious defects in the Product.

20. All the following documents must be submitted to the Distributor together with the Claim:
 - 20.1. A document confirming payment for the Products (payment of the Distributor's or Seller's invoice);
 - 20.2. Colour photographs that clearly show possible Product defects, Product identification numbers, general view of the building and environment, building structure and its elements;

21. The Distributor may request a structural plan (drawing), other additional information, or samples of the Products installed in the building available to the claimant, which are provided to the Distributor at the Seller's or Buyer's expense.

22. The Seller/Buyer must allow the Distributor to check the Product owned by the claimant and its use in order to verify the validity of the claim. Inspection of the Goods by the Seller's representative shall be a necessary condition for the examination of the Claim. The cost of the Distributor's representative going to the place of installation of the Product shall be borne by:
 - 22.1. The Distributor, if the Product is installed in Lithuania, Latvia or Estonia;
 - 22.2. The Seller or the Buyer (as will be decided by their mutual agreement), if the Product is not installed in Lithuania, Latvia or Estonia (e.g. Sweden). In the case provided for in this Clause, the entity that submitted a Claim to the Distributor must pay the expenses of the Distributor's representative going to the place of installation of the Product in advance.

23. If the information requested by the Distributor is not provided within 30 calendar days or if the Distributor does not provide the conditions to verify the validity of the Claim, it shall be considered that the Seller/Buyer waives its Claim to the Distributor.
24. The Distributor shall examine the Claim within 30 calendar days from the day of receiving all the information necessary for the examination of the Claim and shall provide an answer on the validity of the Claim/ on the use of the warranty.
25. If the Distributor replaces the defective Product with a suitable one or corrects the defects, the warranty shall be valid for the remainder of the Warranty Period, calculated from the date of purchase of the Product for which the Claim was made.

DISPUTE RESOLUTION

26. All disputes with the Distributor shall be resolved through negotiations.
27. If the Parties cannot reach an agreement during negotiations, all disputes concerning the Distributor's warranty shall be resolved in accordance with the procedure established by the laws of the Republic of Lithuania in the courts of the Republic of Lithuania.