

# WARRANTY CERTIFICATE



# FRAGMAT

No HI-001/23

Temelj zaštite

## MANUFACTURER

Name: **FRAGMAT S doo**

Adress: Branka Erića 7, 22 240 Šid, Serbia

Approved by:

## PROJECT

FRAGMAT S d.o.o,  
Branka Erića 7,  
22240 Šid  
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DC - Novi Beograd,  
Orsona Velsa 3 - Ledine  
T +381 11 22 60 129; 22 60 382  
office@fragmat.rs  
fragmat.eu

## PROJECT'S OWNER

## PRODUCT

Product's group name:  
**KONDORIN**

Warranty Period: **5 years**

## TERMS AND CONDITIONS

The 'Manufacturer' warrants that the 'Product' will insulate the application area of the 'Product' against water for **5 years** from the date of its installation. This warranty is for the sole benefit of the building owner described above ('Owner') and is not assignable without the express written consent of 'Manufacturer'.

Should the 'Product' be deemed defective by 'Manufacturer' as described above, the 'Manufacturer' shall repair such defects or at the 'Manufacturer' option, replace such defective materials. The 'Manufacturer' maximum liability shall not exceed the original cost of the defective 'Product', excluding all installation related labor costs; costs of flashing, metal work or other materials supplied or manufactured by others. This sum shall be reduced by 1/5 each calendar year remaining in the warranty period and further reduced by any cost previously incurred by the 'Manufacturer' for the replacement of the materials under warranty. Any such repair or replacement shall be the 'Owner's SOLE AND EXCLUSIVE REMEDY against the 'Manufacturer'.

This warranty does not cover any problems with non-defective material caused by conditions or handling beyond our control. Examples of conditions not covered by this warranty include failures or defect in the 'Product' caused by:

1. Causes beyond normal and proper use including, but not limited, war or terrorism, fire, flood, wind or other weather damage, exposure to chemicals or the environment; or
2. Failure or distortions in the building structure, or improper installation of neighboring 'Product's; or
3. Failure to install the 'Product' strictly in accordance with the 'Manufacturer's latest installation instructions for the 'Product'; or
4. Failure to install the 'Product' in compliance with all applicable building codes
5. Damage to the 'Product' caused by alterations made after completion of installation, including but not limited to structure changes, equipment installation, or other modifications; or
6. Non-manufacturing defects, including but not limited to improper maintenance, neglect, accident, casualty, vandalism or misuse of the 'Product' or an other cause that disturbs or disrupts the 'Product' as installed; or
7. Any costs incurred that are not authorized in writing, and in advance, by the 'Manufacturer'.

The 'Owner' agrees that the 'Manufacturer' shall have no responsibility whatsoever for bodily injury to any person or damage to the structure or its contents directly or indirectly arising out of any defect in the 'Product' or any other consequential or incidental damages or attorney's fees. The 'Manufacturer' sole responsibility is the replacement of defective material. This warranty does not include the cost of removal, installation, or the cost of labor of any overlaying products or surfaces/materials/systems.

The 'Manufacturer' shall have no obligation under this warranty unless the owner shall have no promptly notified the 'Manufacturer' by registered or certified mail, direct to 'Manufacturer's address stated above, of the claimed defects in reasonable detail, which must be documented with a description and photographs. This warranty certificate and the invoice must also be attached to any claim. The 'Manufacturer' must receive such notice within ten (10) days after discovery of the claimed defect.

The 'Owner' shall provide the 'Manufacturer', and its agents and employees, to have free access to the insulation area during regular business hours during the term of warranty.

The 'Manufacturer' failure at any time to enforce any of the terms and conditions of this warranty shall not be construed as a waiver of such provisions.

The 'Manufacturer' reserves the right to discontinue or modify any of its products and shall not be liable to the 'Owner' or any other party as a result of any such discontinuance or modification.

**THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE OWNER'S EXCLUSIVE REMEDY AGAINST MANUFACTURER OR IT'S AFFILIATES AND NEITHER MANUFACTURE NOR IT'S AFFILIATES SHALL BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. MANUFACTURER'S AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY.**