

## WARRANTY “FIVE”

Thank you for purchasing a WOODN INDUSTRIES SRL product.

1. Pursuant to the terms and conditions indicated below, WOODN INDUSTRIES SRL (hereinafter "**WOODN**") guarantees conformity of our technical wood (hereinafter "**Product**"), against rot decay, splitting, screening of the surface and the formation of surface fragments.
2. This warranty (hereinafter "**Warranty**") benefits the buyer (hereinafter "**Client**") who regularly purchased the Product, pursuant to the contractual conditions and for the intended purposes.
3. This Warranty has a validity of 5 (five) years on the Product beginning from the date of the invoice. The accessories supplied by WOODN are always warranted as free from defects due to workmanship and/or manufacture for a period of 12 (twelve) months from the invoice date. The effectiveness and operability of this Warranty is subject to the delivery to WOODN of:
  - a) the declaration of the Product defects;
  - b) a copy of the complete and signed order's form and of the invoice;
  - c) a copy of the full payment of the claimed order.
4. As all exterior building materials, our products require regular cleaning, as indicated in WOODN's technical book. Any different kind of detergent or cleaning product and methods, must be previously approved in written by WOODN. In case of any problem, due to use of cleaning products, not previously approved by WOODN, the Client must immediately inform WOODN about the name and the characteristics of the used product, in order to facilitate the possible solution.
5. Color fastness: According to the norms UNI EN ISO 4892-2:2009 and UNI EN 20105-A02:1996 based on the grey scale, the color fastness of outdoor colors/finishing, in outdoor exposed applications will be no worse than 3.
6. Material's contraction and expansion: concerning the contraction of the material due to the initial outdoor exposure and the following normal expansion and contraction, WOODN warranties the respect of the parameters stated in the technical book - REV 01-2018.
7. The Warranty covers only original material or manufacturing defects of the Product that may occur under normal conditions of use and does not extend, in particular (but not limited to), Product defects deriving from acts of Gods, force majeure, accidents, natural events, environmental conditions (atmospheric and air pollution, mold, etc.), staining from foreign substances, variations or changes in color of the Product caused by external elements, negligence, inappropriate uses, acts of war, vandalism, application not in conformity with the instructions contained in the guidelines provided by WOODN, poor or inappropriate storage, transport, treatment, assembly or installation by the Client or third parties, insufficient or erroneous maintenance, normal wear, tampering, repair and/or interventions by third parties without the written consent of WOODN, moving, distortion, or collapse of the support structure on which the Product is installed and any other cause that cannot be traced to an original Product defect.  
Furthermore, there is no defect of conformity if, upon the conclusion of the contract, the Client was aware of the defect and could not ignore it according to standard duty of care.
8. The Client also forfeits this Warranty if, during the course of its validity, he/she does not declare any original defects of the product within 8 (eight) days from the date on which they were



ISO 9001

**WOODN Industries S.r.l.**

Via Caffi, 17 - 32100 – Belluno (BL) - Italy

P.I. C.F. e Iscr. al Reg. Imp. di Belluno 03885340285 REA CCIAA di Belluno  
95631; Cap. Soc. € 100.000,00 = i.v.; Società soggetta all'attività di direzione e  
coordinamento di Filuni S.r.l. - codice fiscale 01113140253 - tel.: +39 049 896 07  
06; fax: +39 049 896 09 00; E-mail: info@woodn.com; Web: www.woodn.com

discovered, or should have been discovered according to standard duty of care. Within this term, the Client is also obliged to communicate the discovery of the abovementioned defects to WOODN in writing by means of a registered letter with advice of delivery to the following address: WOODN INDUSTRIES SRL, via Ippolito Caffi n. 17, 32100 – Belluno (Italy); e-mail: info@woodn.com; ph. +39.049.89.60.076; fax. +39.049.89.60.900.

9. If the Product defects are promptly declared by the Client according to the terms and conditions of the previous paragraphs and WOODN ascertains the existence of an original material or manufacturing defect covered by this Warranty and not ascribable to the Client or to third parties, WOODN will proceed, at its discretion, to repair or replace free of charge the defective product or defective part of the same Ex Works (Incoterms 2000), or will reimburse the amount paid by the Client for the product or the part of the same that resulted as being defective.
10. All the de-installation and re-installation costs are explicitly excluded from this Warranty.
11. The Client must allow to WOODN the possibility of inspecting the Product and investigating the possible cause of the defect.
12. This Warranty exclusively regards the Product and represents the only Warranty offered by WOODN to the Client, who therefore, within the limits allowed by law, cannot invoke any other warranty, either written or verbal, legal or formal, against WOODN, nor expect indemnity for further costs and direct, indirect, incidental, or consequential damages, either by contractual or extra-contractual agreements.
13. No retailer, distributor, agent, or employee of WOODN is authorized to modify, extend, or expand this Warranty, nor represent WOODN when dealing with Clients or third parties.
14. In any case, this Warranty leaves the rights due the consumer by the seller uncompromised thanks to the implementation of the national and community laws applicable to warranties for the sale of consumer goods.
15. This Warranty is regulated exclusively by Italian law.

For any dispute between WOODN and the Client born of or relative to this Warranty, or the existence of the conditions by which the Warranty itself is valid and effective, the Venice Court will have exclusive jurisdiction.

**Place of Issuance:** Belluno - ITALY

**WOODN INDUSTRIES SRL**

vs.042018-eng



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