

Certificate

As an extension to the statutory rights of the customer, DOYMA guarantee 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 as a result of this defect, 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 reserve 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 reliable third party.*
- *Reimburse all property damage that you have incurred as a consequence of this , in particular damage to your property that has been caused by the ingress of water, and repair work that has become necessary as a result of a defect in the DOYMA product, 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 for DOYMA; DOYMA reserve the right to carry out the work required for the rectification of the damage themselves or to have it carried out by a reliable 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 the recognised rules of engineering or our guidelines on installation and use; it also does not apply when the failure of the DOYMA product is related to damage to the product which you have 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 terminated.

A prerequisite for making a claim within the framework of this guarantee is the submission of the invoice for the DOYMA product involved in the complaint, without this the rights contained in this guarantee cannot be enforced. Please send the invoice along with your complaint 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 will not be applicable, in this case the customer is referred to the statutory claims.

For all legal relations between DOYMA and the customer 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 agreement on 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.

