

Warranty on PANDSER® - Fast Flash® and flexible flashing.

Present warranty on PANDSER® Fast Flash and PANDSER® flexible flashing (the “Products”) is granted by Berdal rubber & plastics B.V., Bedrijvenpark Twente 193, 7602 KG Almelo, the Netherlands, for the periods and under the conditions, stated below:

1. Berdal rubber & plastics B.V. vouch for that all Products are in conformity with the specifications stated by us, and, subject to maintenance as described below, guaranteed free of function defect of maximum 20 years. It is a precondition for the above warranty that the Product has been duly inspected and treated with FlashSeal after 10 years and again after 15 years. If the Product has not been maintained in accordance with the above specifications, the warranty period shall be limited to 10 years. The FlashSeal instruction manual is available on request.

The warranty period starts from the date the Product is delivered at the end-customer. If necessary it is the end-customer’s duty to prove the time of delivery.

Provided that complaints about function defects are made within the mentioned 10 or 20 years period, as the case may be, Berdal rubber & plastics B.V. is obliged to find a way to repair or replace the defective Product. All warranty claims must be made in writing within 60 days after detection of the defect in question, or after the time the defect ought to have detected.

Berdal rubber & plastics B.V. is not liable to any kind of expenses resulting from dismantling of the defective Product nor to installation of the new Product, as well as potential work in connection with replacement of the Product is entitled to supply another corresponding product suitable by Perform for the application in question.

Provided that the Product on the time of complaint is no longer in production, Berdal rubber & plastics B.V. is entitled to supply another corresponding product deemed suitable for the application in question.

2. The warranty does not apply if:
 - (a) The Product is not installed and/or repaired entirely according to the guidelines stated by Berdal rubber & plastics B.V. or in accordance with applicable industry standard and practices.
 - (b) The Product has at any time for shorter or longer periods of time been exposed to conditions which shall be considered beyond what can normally be expected, including, but no limited to, corroding chemicals, extraordinary levels of ash, soot, chimney gas, and condensates, or other hazardous substances from or around the building or construction or the buildings or constructions, on which the Product has been used or other unusual and extraordinary impacts, including from temperatures, fluctuation in temperature, wind and water or weather conditions in general.
 - (c) The Product has at any time been exposed to copper and bitumen run-off, unless the Product has been treated with FlashSeal at the time of installation of the Product.
 - (d) The damage of the Product is caused by, the fact that the claimer has shown negligence or has used the Product in an incorrect way.
 - (e) Any change of the Product’s specifications has been altered, except changes that within reason is necessary to adjust the size of the Product.
 - (f) The Product’s flaws are caused by mechanical or chemical damage, occurred during shipment or storage before use.
 - (g) Flaws caused by outside coming circumstances or forces.
3. In the scope applicable law allows it, this warranty replaces every other specific or implied warranty, including all warranties for the Product being flawless or suited for a certain purpose.

This warranty concerns and includes the Products only and Berdal rubber & plastics B.V. is not to be held responsible for any kind of direct or indirect losses or damages, including resulting damage or other losses of any kind, unless this is specifically stated in present warranty. (see Berdal rubber & plastics B.V. term of conditions)

Berdal rubber & plastics B.V.

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