

# CERTIFICATE OF MATERIAL GUARANTEE

# UPB<sup>®</sup> BOARDS

made of Resysta<sup>®</sup>

Resysta International GmbH, Hochstraße 21, 82024 Taufkirchen, Germany („INTELLIGENT WOOD<sup>®</sup>“) issues a guarantee, for a period of 80 years, for INTELLIGENT WOOD self-manufactured or third-party manufactured INTELLIGENT WOOD Universal Performance Boards made from the wood substitute RESYSTA („Boards<sup>®</sup>“) according to the following conditions. This guarantee is valid in addition to existing statutory warranty rights of the customer towards the respective seller. Customer in the above sense is the end customer. Seller means the merchant from whom the customer purchased the boards or products made from the boards („MERCHANT“).

## 1. Content of the Guarantee:

INTELLIGENT WOOD guarantees that the boards will not feature any of the following material defects during the warranty period:

- swelling
- splintering
- rotting
- cracking

## 2. Exclusion of Guarantee:

Claims under this guarantee are made solely on the basis of the material defects mentioned in section 1 and not:

- for damages resulting from incorrect processing of the boards or faulty construction, production or installation of the derived products made from the boards (for example in the form of breakage, etc.);
- for damages caused by improper use or failure in observing the care instructions, available at <https://www.intelligent-wood.de/>;
- for damages caused by force majeure or extreme weather conditions;
- for signs of wear and tear (with the exception of the phenomena mentioned under 1.);
- for additional items (such as screws, clips, glues, etc.) that are connected to and with the boards;
- if the product marking has been removed or rendered illegible;  
for minor damages (material value <EUR 50, -)

## 3. Guarantee Includes:

- 3.1 If a guarantee claim occurs within 80 years from the date of purchase by the customer, INTELLIGENT WOOD will provide the customer with the necessary boards for troubleshooting free of charge.
- 3.2 INTELLIGENT WOOD's obligations under this guarantee are limited to the provision of (replacement) boards only. Installation and removal of the defective boards, in particular the expenditure of the work is not owed by INTELLIGENT WOOD.

## 4. Claim Request:

- 4.1 Making use of the rights included in this guarantee is subject to the submission of this original guarantee certificate signed by the customer and the merchant and the presentation of proof of purchase.
- 4.2 After occurrence of a possible material defect, the customer must report the defect to the dealer within 30 days in writing, naming the defect including documentation by means of photos. A later complaint is excluded.
- 4.3 The customer shall provide a representative, authorized by INTELLIGENT WOOD, access to the location of the faulty boards for inspection, sampling and documentation purposes or, at the request of INTELLIGENT WOOD, submit product samples to Intelligent Wood for the purpose of verifying the guarantee claim.

## 5. Applicable Law / Jurisdiction:

- 5.1 This guarantee is subject to the law of the Federal Republic of Germany (excluding law of conflicts and the United Nations Convention on Contracts for the International Sale of Goods („CISG“)).
- 5.2 Exclusively responsible for all claims under this guarantee and all disputes in connection with this guarantee towards merchants is the District Court Munich I, Germany.



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Merchant

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Customer