

# M



*Long-term warranty*  
Carefree times  
with designer boards

MYDECK products are made exclusively from technologically advanced composites whose outstanding performance characteristics are retained over many years.

#### WE OFFER YOU

\*a 25-year warranty for private use

\*a 10-year warranty for commercial, professional or public use

**We guarantee you that the designer boards will remain free from splintering and structural damage as a result of fungal or termite attacks or infestation by other wood-eating insects.**

Your MYDECK designer boards will remain attractive and reliable even after many years. If you want to sell your house, the MYDECK warranty is also transferable to the next owner. Further special warranty conditions can be found below.

#### USE OF WARRANTY SERVICES

If the buyer finds a defect in the MYDECK boards during the period, the buyer must notify MYDECK in writing within thirty [30] days of discovery of the alleged defect, but before the expiration of the warranty period: MYDECK GmbH, Falkensteiner Str. 6b, 61462 Königstein, Germany.

The buyer must attach the proof of purchase and a description of the defect to this notification. MYDECK may request further information. After reviewing all documents, MYDECK will decide whether the claim is justified. If MYDECK determines that the buyer's claim is warranted, it shall be at MYDECK's discretion to either replace the defective MYDECK boards or refund the buyer the purchase price of the defective MYDECK boards [excluding the initial installation costs]. If the buyer has a valid warranty claim under this warranty during the first eleven [11] to twenty-five [25] years following the original purchase, the following

proportional values will apply. If MYDECK provides replacement material, MYDECK may decide to refund the below percentage of the purchase price of the boards that meets the conditions for the claim; if MYDECK reimburses the purchase price, MYDECK may decide to refund the below percentage of the purchase price of the boards that meet the conditions for a claim. Over time, there may be changes to the product range. Possible exchange is only possible with a comparable product from the current collection, if there are no remaining stocks.

<u>YEAR OF CLAIM RECOVERY</u>	<u>RÜCKGEWINNUNG</u>
11-13	80%
14-16	60%
17-19	40%
20-22	20%
23-25	10%

Costs and expenses associated with removing faulty MYDECK boards or the installation of replacement materials, including but not limited to costs for labour and freight, are not covered by this warranty and are not the responsibility of MYDECK.

The above legal remedies are the SOLE AND EXCLUSIVE LEGAL REMEDIES IN THE EVENT OF A BREACH OF WARRANTY.

#### TRANSFER OF WARRANTY

This warranty may be extended to a [1] subsequent purchaser of the property in which the MYDECK boards were originally installed within a period of five [5] years from the date of purchase by the original buyer.

#### EXCLUSIONS FROM THE WARRANTY

Any product failures, product defect or damage resulting from any of the following causes shall not be covered under the warranty or responsibility of MYDECK or under implied warranties:

[1] improper installation of MYDECK boards and/or failure to follow MYDECK's installation instructions, including, but not limited to, incorrect distances;

[2] use of MYDECK planks outside of their proper use or in an application that does not conform to the MYDECK installation instructions and/or local building regulations;

[3] movement, deformation, collapse or sagging of the floor or supporting structure on which the MYDECK planks are mounted;

[4] force majeure [e.g., floods, hurricanes, earthquakes, lightning, etc.], environmental conditions [e.g., air pollution, mould, mildew, etc.] or discolouration due to foreign substances [e.g., soil, grease, oil, etc.];

[5] variations or changes in the colour of the MYDECK boards;

[6] normal weathering due to sunlight, weather, air conditions, which can lead to, among other things, flaking, brittleness, soiling and staining on surfaces;

[7] improper handling or storage, misuse or negligence in handling MYDECK boards at the hands of the buyer, the transmitter or third parties;

[8] all fixings not provided by MYDECK, and

[9] minor seepage. Determining the effectiveness, suitability and safety of MYDECK boards in relation to use for specific applications is the sole responsibility of the buyer. Limitations: Disclaimer: Except for the express written warranty stated here, MYDECK makes no other warranties, guarantees, or liability claims, either express or implied, prescribed by law, resulting from the course of trading, commercial use, common law or otherwise, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. All such other warranties are hereby excluded from this transaction. Some countries do not allow limitations on implied warranty. The above section therefore may not apply. Limitations of legal remedies and exclusion of accidental damage: MYDECK's liability is solely and exclusi-

vely limited to the specific obligations listed here. Under no circumstances shall MYDECK be liable or under any obligation for any accidental, direct, indirect or special damage or compensation of any kind whatsoever [including, but not limited to, lost profits, lost sales, loss of confidence, use of funds or materials, work interruptions or reduction in assets], whether foreseeable or unforeseeable, due to a breach of express or implied warranty, breach of contract, fraud, misrepresentation, neglect, strict liability in tort or otherwise, and only and expressly to the extent by which this limitation is specifically limited by applicable law. MYDECK's liability in connection with faulty products, as explained above, in no event extends beyond the replacement of these products or the refund of the purchase price. Some countries do not allow limitations on accidental or direct damage. The above limitations or exclusions therefore may not apply. This warranty grants you specific legal rights, and you may have additional rights, depending on your country. Miscellaneous: this document constitutes the final declaration of the agreements between the parties and expressly contains all terms and conditions of business regarding these agreements. All prior agreements or representations, whether made orally or in writing, as well as all communication between the parties regarding the content of these agreements, shall be superseded by this statement. This warranty may not be changed or supplemented except by written agreement signed by both MYDECK and the buyer or authorised courier. Representatives, employees and other parties are not authorised to grant any other warranties than those contained in this declaration. MYDECK is under no obligation to abide by such statements, except as regards the obligations stated in this warranty.

WARRANTY CARD

NAME

ADDRESS

LAYER

DATE OF PURCHASE