

WARRANTY CERTIFICATE TWINSON® DECKING BOARDS P9335 ESSENTIAL XL / P9360 CHARACTER MASSIVE / P9369 MAJESTIC MASSIVE PRO / P9520 TERRACE+ / P9555 ESSENTIAL

SAVE AS EXPRESSLY PROVIDED IN THIS WARRANTY, DECEUNINCK NV DOES NOT PROVIDE ANY WARRANTY (WHETHER EXPRESS OR IMPLIED) AS TO THE QUALITY OF THE TWINSON® DECKING BOARDS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE (EVEN IF THIS PURPOSE IS MADE KNOWN EXPRESSLY OR BY IMPLICATION BY DECEUNINCK NV) OR AS TO THE CORRESPONDENCE OF THE TWINSON® DECKING BOARDS WITH ANY DESCRIPTION OR SAMPLE. NEITHER DOES DECEUNINCK NV PROVIDE ANY OTHER WARRANTY. SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS WARRANTY DOES NOT LIMIT YOUR STATUTORY RIGHTS.

1. Manufacturer's Quality Guarantee

Subject to the terms and conditions set forth herein, DECEUNINCK NV, or one of its affiliated companies, warrants exclusively to the direct purchaser (hereinafter "PURCHASER") of Twinson® decking boards, that such products will conform to their specifications at the time of delivery, provided that:

- (i) the products are purchased directly from DECEUNINCK; and
- (ii) the installation is carried out according to DECEUNINCK NV's installation guidelines at the time of delivery.

No warranty rights will apply if either of these conditions is not met.

2. Manufacturer's Durability Guarantee

Notwithstanding the stipulations of the Quality Guarantee above, DECEUNINCK NV warrants to the PURCHASER that,

- (1) for a period of twenty-five (25) years from the date of original purchase, Twinson® decking boards shall not split, splinter or suffer structural damage as a sole and direct consequence of termites, insects or soft rotting micro-fungi;
- (2) for a period of ten (10) years from the date of original purchase, Twinson® decking boards shall not break¹, provided however that this Warranty explicitly excludes occurrences where the break occurs or may have occurred as a consequence of crash or impact loads;
- (3) for a period of ten (10) years from the date of original purchase, that accidental stains on the Twinson® decking boards Essential, Essential XL, Terrace+ and Character Massive, due to spots of chlorinated water, spots of bleach solution or spots of road salt, will disappear after sufficient outside exposure of the material. This Warranty excludes decking boards installed in public or collective environments, including but not limited to publicly accessible squares, promenades, piers, or similar areas;
- (4) for a period of ten (10) years from the date of original purchase, Twinson® decking boards Majestic Massive Pro will resist staining. While no product is stain-proof, Twinson® decking boards Majestic Massive Pro provide a high level of stain resistance to permanent stains resulting from spills of most common food and beverages. When exposed to spills from food and beverage items the deck should be cleaned immediately with mild household cleaner and water no longer than twenty-four (24) hours after the spill has occurred. Some materials are not covered by the stain resistance warranty including, but not limited to abrasive compounds of acidic or basic pH, strong solvents (such as acetone), oil- and water-based paints or stains, metallic rust, or other abnormal contact with items not connected to the deck.
This Warranty excludes decking boards installed in public or collective environments, including but not limited to publicly accessible squares, promenades, piers, or similar areas;
- (5) for a period of ten (10) years from the date of original purchase, the color of Twinson® decking boards Majestic Massive Pro will remain almost unchanged, in climatologic conditions corresponding to geographical continent Europe and Turkey (excluding DOM-TOM), under the condition that the Twinson® decking boards Majestic Massive Pro are regularly cleaned using a soft brush with a mild household cleaner and water, it being understood that the contrast corresponding to scale 3/4 on the grey scale according to ISO 105/A03 is not exceeded. The contrast concerned must be determined on a cleaned surface.

¹ according to EN 15534-4



3. Notification of Warranty claims

If within the related Warranty period one of the above defects occur or the Twinson® decking boards do not correspond to their product description at the time of delivery, PURCHASER shall immediately notify DECEUNINCK NV in writing at the place of business of DECEUNINCK NV, and shall provide a description of the claimed defect, proof of purchase and of purchase date. If these conditions have not been complied with, the Warranty shall not be applicable.

4. Rights in case of Warranty claims

Upon timely notification and in accordance with the above, DECEUNINCK NV will at its option and in DECEUNINCK NV's sole discretion and excluding the personnel costs that arise from the removal of defective Twinson® decking boards or the installation of replacement and exchange products, as well as additional costs and expenses such as shipping, delivery, assembly, dismantling costs, etc., either,

- a) provide PURCHASER with non-defective replacement Twinson® decking boards, or
- b) substitute the defective Twinson® decking boards with a product that in its sole determination is of comparable value and quality, or
- c) refund the portion of the purchase price paid by PURCHASER for such defective product taking into account the depreciated value of the product (not including the cost of its initial installation).

Any replacement or substitute products provided will also be covered under this Warranty, albeit only for the time remaining under the original Warranty period.

DECEUNINCK NV reserves the right to discontinue availability of any type of Twinson® decking boards at any time.

The replacement, substitution or refund of defective Twinson® decking boards is PURCHASER'S sole remedy under this Warranty.

5. Limitation of liability

- (1) DECEUNINCK NV shall only be liable to the PURCHASER in the cases expressly provided in N° 1 and N° 2, subsections (1), (2), (3), (4) and (5) above. The liability for damages is governed exclusively by N° 5, subsection (2).
- (2) DECEUNINCK NV is only liable for direct damages – regardless of the legal grounds – in the case of intent and gross negligence. In the case of simple negligence, DECEUNINCK NV shall only be liable, subject to statutory limitations of liability (e.g. care in his own affairs; minor breach of duty),
 - a. for damages resulting from injury to life, body or health
 - b. for damages resulting from the violation of an essential contractual obligation (an obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely); in this case, however, the liability of DECEUNINCK NV is limited to the compensation of the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from para. 2 shall also apply in the event of breaches of duty by or in favour of persons whose fault DECEUNINCK NV is responsible for according to statutory regulations. They shall not apply if DECEUNINCK NV has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods, as well as for claims of the customer according to the product liability legislation.

DECEUNINCK NV cannot be held responsible for:

- (1) defects visible to the naked eye at a distance of less than one meter;
- (2) improper installation of Twinson® decking boards and/or failure to abide by DECEUNINCK NV's actual installation guidelines;
- (3) use of Twinson® decking boards beyond normal use², or in an application not recommended by DECEUNINCK NV's guidelines and local building codes;

² The term "beyond normal use" refers to the use of a product in a way that exceeds its original intended or designed purpose. This can mean, for example, that a product is subjected to heavier loads than specified, or that a product is used in an unusual manner not anticipated by the manufacturer.

- (4) movement, distortion, collapse or settling of the ground or the supporting structure on which DECEUNINCK NV decking boards are installed;
- (5) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, superficial overgrowth due to mold and algae, etc.), or staining from foreign substances (such as dirt, grease, oil, or products having an effect on Twinson® decking boards etc.);
- (6) variations or changes in the color of Twinson® decking boards Essential, Essential XL, Terrace+ and Character Massive, as discoloration is a natural occurrence due to the wood content in WPC products;
- (7) color differences resulting from mixing, or those that may arise between covered and uncovered sections of an installation of Twinson® decking boards Essential, Essential XL, Terrace+, Character Massive and Majestic Massive Pro. This applies to all Twinson® products, including Majestic Massive Pro;
- (8) color variations resulting from chalking;
- (9) wear and tear due to normal use;
- (10) improper handling, storage, improper use or neglect of Twinson® decking boards by PURCHASER or third parties;
- (11) change of properties or damage as a result of paints, varnishes, protection oils applied to the Twinson® decking board product surface; or
- (12) Twinson® decking boards after re-installation.

6. Miscellaneous

No person or entity is authorized by DECEUNINCK NV to make any statement or representation as to the quality or performance of Twinson® decking boards other than as contained in this Warranty and DECEUNINCK NV shall not be bound by any statement or representation unless made in this Warranty. This Warranty may not be altered or amended except in a written instrument signed by DECEUNINCK NV and PURCHASER. This Warranty is governed by Belgian law.

This offer to conclude a Warranty Agreement is made by DECEUNINCK NV on [date]. Notwithstanding the date of the offer made, the effective commencement date of the Warranty Agreement shall be the date on which PURCHASER signs the document, whether by handwritten signature or electronically/digitally, including qualified or advanced signatures pursuant to the eIDAS Regulation (EU) No. 910/2014 or equivalent applicable legislation. The rights and obligations under this Warranty shall take effect as of the date of signature by PURCHASER, regardless of the date the offer was made.

This Warranty must be duly signed and returned to DECEUNINCK NV, att. Central Laboratory, Bruggesteeweg 360, B-8830 Hooglede-Gits, either by physical delivery or electronically via a valid electronic signature compliant with the eIDAS Regulation (EU) No. 910/2014 or equivalent legislation. Photocopies or scanned (unsigned) documents are not accepted.

Electronic and digital signatures by any Party shall have the same legal force and effect as original handwritten signatures. Each Party shall receive a fully executed copy of this Warranty Agreement, either via e-mail or through an approved electronic signature platform.

Furthermore, the Parties agree that (i) electronic signatures qualifying as advanced or qualified electronic signatures under the eIDAS Regulation, or (ii) scanned copies of the signed Warranty Agreement signature page sent via e-mail in ".pdf" format, shall carry the same evidentiary value as an original physical document bearing a handwritten signature.

PURCHASER

Name _____

Legal form _____

Registered address _____

Company registration number _____

E-mail address _____

Capacity of the representative _____

Job title _____

DECEUNINCK NV

Company registration number 0405.548.486

Capacity of the representative _____

Job title _____

