

# ONDULINE® ONDURA 15-YEAR LIMITED WARRANTY CERTIFICATE

Distributed by



## PRODUCTS

- **ONDULINE® ONDURA® PREMIUM SERIES 9**
- **ONDULINE® ONDURA® PREMIUM SERIES 10**
- **ONDULINE® ONDURA® PREMIUM SERIES EDGE**
- **ONDULINE® ONDURA® PREMIUM SERIES HALF**
- **ONDULINE® ONDURA PREMIUM RIDGE**

## MATERIAL WARRANTY

Onduline ONDURA roofing panels and their ridge ("Products") are warranted by Onduline to the person or entity owning the building when the Product is installed on it, or to the next subsequent purchaser if such owner transfers the building property within 36 months of the purchase of the Product (the "Owner").

The Products are warranted to be free from defect for the duration stated hereafter from the date of purchase by the purchaser provided certain conditions, hereafter clarified, are fulfilled.

This warranty applies to the Products purchased on or after July 15, 2024 and before the date a later warranty applicable to the Products comes into effect. Products are warranted under normal usage when installed in North America.

Subject to the conditions set forth below, if the products or any part thereof prove to be defective, upon presentation of the proof of purchase and photos of the defective products, and upon formal approval of the claim by Onduline, Onduline will reimburse the owner with financial compensation based on the invoice for new Onduline® ONDURA® panels purchased for the purpose of replacement, for a total amount equal to the following conditions:

- For the first 60 months from the date of purchase, Onduline will furnish replacement products for 100% of Products which are proven to be defective for reasons other than circumstances listed in the section «Exclusions» below.

- Starting from the 61st month, Onduline will then partially contribute to the replacement of defective Products pursuant to the following formulas, the remainder of the replacement's amount being paid by the Owner:

- from month 61 to the end of month 120, Onduline's contribution ("OC") shall be:

$$\% \text{ of OC} = 100 - [(M - 60) \times 1.2]$$

$M = \text{month}$

- from month 121 to the end of month 180, OC shall be:

$$\% \text{ of OC} = 100 - [(120 - 60) \times 1.2] - [(M - 120) \times 0.4]$$

$M = \text{month}$

Example: at the 146th month, Onduline will contribute to 17.6% of the replacement of the defective Products:

$$100 - [(120 - 60) \times 1.2] - [(146 - 120) \times 0.4] = 17.6 \%$$

Onduline's obligation to contribute to the replacement of defective Products shall cease at the end of the 180th month.

Replacing products shall be warranted only for the period applicable to Products originally purchased.

## EXCLUSIONS

This warranty does not cover, and Onduline will not be responsible for any labor costs, tear-off costs, disposal costs, equipment costs, delivery costs, or other costs incurred in removing defective Products or installing replacement products, or any other cost consequent upon the defects in the original Products.

Due to the natural character of the raw materials, solid colors can vary in tone within the same pallet or between different pallets. Products will not be considered defective with respect to color, surface weathering, shade, or hue. Products are neither covered for color evolution nor for aesthetic issues.

## VOIDING OF WARRANTY

ALL WARRANTIES ARE VOID UNLESS THE FOLLOWING CONDITIONS ARE MET. Products must have been installed in direct accordance with Onduline's fixing instructions as stipulated in the fixing guide.

Neither the installer of the Products nor the Owner must thereafter attempt to alter or repair the same or to remove the Products to any other site or sites.

The defect complained of arises solely from a manufacturing defect of the Products and not because of:

- nonuse of Onduline® Ondura®'s fixings or fewer than required
- any defect in the structure or foundations of the building on which the Products have been installed, including, but not limited to, improper design of the structure, actual installation error, settling, shifting, distorting, or movement of the walls or foundation of the structure.
- mechanical impacts, mishandling of the Products.
- the failure of the installer to install the Products in direct compliance with the fixing specifications.
- extraordinary wear and tear (including, but not limited to, traffic on the roof or impact of falling objects).
- acts of God such as natural disaster (hail, floods, lightning, hurricane, tornado, earthquakes, etc.)
- force majeure events such as war, military occupation, military, or civilian rebellion, public or any unauthorized violent protests, nuclear explosions, radiation, radioactive leaks, chemical corrosive materials and fumes such as paint removers, etc.
- mold, moss, algae, fungus, misuse, neglect or improper storage or handling of the Products before, during, or after installation.
- failure of the Owner to clean debris off and maintain the Products.
- any kind of modification of the Products (refinement, alteration, decoration, etc.) carried out by the Owner or its contractors.
- damage to the Products because of interference by a third party, including animals.
- moisture accumulation caused by contact with damp or wet insulation or other absorbent materials.
- improper or insufficient ventilation.
- improper use of the Products.
- improper repair of the Products.

## CLAIMS

You must submit any claims under this warranty in writing together with proof of purchase of the Products to: [tuflex-ondura@palram.com](mailto:tuflex-ondura@palram.com)

Should you fail to establish the date of purchase, Onduline is entitled to refuse to warranty the Products under this warranty.

Any claim under this warranty must be submitted before the end of the warranty duration.

To enable Onduline to determine whether the Products are defective or not, the Owner shall supply Onduline with samples and photographs of the allegedly defective Products which Onduline deems sufficient to illustrate the damage and the Owner must not remove the Products until it has given Onduline a reasonable opportunity to examine it, unless safety reasons.

## DISCLAIMERS

The Products are only warranted to be free from defects in workmanship and material.

ONDULINE MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE OBLIGATIONS SET FORTH IN THIS WARRANTY ARE HEREBY DISCLAIMED BY ONDULINE.

Onduline makes no other representation or warranty of any kind, and no representative, employee, distributor, or dealer of Onduline has the authority to make or imply any representation, promise or agreement which in any way varies the terms of this agreement.

Onduline reserves the right to discontinue or modify any of its products, including color, shape, and size, without notice to the Owner, and shall not be liable because of such discontinuation or modification. Nor shall Onduline be liable in the event replacement products may vary in color in comparison to the original Products because of normal weathering.

If Onduline replaces any Products under this warranty, it may substitute products designated by Onduline to be of comparable quality or price in the event the Products initially installed have been discontinued or modified. Onduline shall not be obligated to pay freight charges for delivery of replacement products.

## MAINTENANCE REQUIREMENTS

Maintenance is the responsibility of the Owner. For the Products, there is virtually non-specific maintenance required, except including following tasks that are mandatory to keep roofs in good order. These tasks are reminded hereafter:

**Leaf debris:** do not allow leaf debris to build up on the surface of the Products. Left unattended the debris will form leaf mold which by holding moisture in the corrugation bases will soften the materials and ultimately reduce their effective life.

**Tree and shrub branches:** check that overhanging branches are not in contact with the surface of the Products, as wind generated movement can result in mechanical damage.

**Ventilation channels:** always ensure high- and low-level ventilation channels are unrestricted. Blockage of ventilation channels should result into condensation problems likely to shorten life of roof and insulation & ceiling materials.

**Concreting:** If a new concrete slab is laid under the roof concrete curing process will generate high level of humidity in the attic subject to cause condensation and damage our products. Forced ventilation must be arranged until concrete is completely cured (28 days).

**Gutters:** clean all gutters, down-pipes and gullies regularly. If water collection systems are used, filter and circulate water in accordance with the instructions of the system manufacturer.

Whilst rainwater run-off from Onduline roofs is non-hazardous, we do not recommend its use for human consumption due to the inherent risk of air born pollutants being introduced into the water collection system.

**Roof traffic and Safety:** working on roofs can be a hazardous operation. Personnel should walk on roofs only if this is necessary and should use planks or ladders laid flat and supported by the roof purlins, in order to carry out maintenance and related work. All precautions should be taken as specified by applicable safety regulations.

## STORAGE REQUIREMENTS

**Packing:** products are delivered in a non-return packing specially designed to guarantee optimum storage conditions.

**Storage:** packs must be transported and stored under conditions which protect the Products from humidity and excessive heat. If the packs are covered with a plastic cover, prolonged storage in full sunlight should be avoided. Pallets must not be stacked. Construction site storage: lay flat.

**Handling:** the weight of the Products allows easy manual handling. Mechanical or rope sling handling may be used for high buildings.

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## SOLE REMEDY

Onduline's only liability under this warranty, or in any action base upon warranty, contract, negligence (of Onduline, its agents or employees), strict product liability or otherwise, is limited to the replacement of Products that Onduline deems defective. The Owner and Onduline expressly agree that the remedy of replacement of the defective Products is the exclusive and sole remedy available from Onduline.

## NO CONSEQUENTIAL DAMAGES

ONDULINE'S LIABILITY TO AN OWNER TO WHOM THIS WARRANTY EXTENDS SHALL NOT EXCEED ONDULINE'S SALE PRICE FOR THE PRODUCTS. ONDULINE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY FAILURE OR DEFECT IN THE PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSS OF ANY REVENUE, LOSS RELATED TO BUSINESS INTERRUPTION OR OTHER ECONOMIC LOSS.

If any portion of this document shall be held ineffective or void, for any reason, the remainder shall remain in effect.

This warranty shall be interpreted under French law and any legal action relating to the warranty shall be brought only in Paris courts

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