

# 20 years Swisspearl Warranty

This serves to document that Swisspearl Sverige AB offers a Swisspearl Warranty of 20 years

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**The Swisspearl Warranty**

is a special product Warranty comprising the products delivered by Swisspearl Sverige AB to the distributor from January 1, 2024 and listed on the following pages

**The Swisspearl Warranty**

is a safeguard for the owner of the property where products are installed. If the property is handed over, the new owner is then safeguarded by the Warranty

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ensures that for up to 20 years after delivery Swisspearl Sverige AB is liable for defects existing when the products were delivered. The Warranty ensures that if an original defect is found within the Warranty period, Swisspearl Sverige AB undertakes, to remedy the defect in accordance with the Warranty conditions listed on the following pages

**The Swisspearl Warranty**

applies if the products are stored, installed, used, and maintained in accordance with the guidelines and instructions of Swisspearl Sverige AB – see under: [Swisspearl Sverige](#)

**The Swisspearl Warranty**

applies without issuing a warranty note

Disclaimer: this page is not to be considered as the Warranty – the wording is to be found on page 2

## 1. Warrantor

- 1.01 This Warranty is issued by Swisspearl Sverige AB (Commercial register no.: 556640-8935), Västberga allé 5, 10 tr, 12612 Stockholm, Sverige, Tel. no.: + 46 (0)8 506 608 00, email: info@se.swisspearl.com.

## 2. Products comprised by the Warranty

- 2.01 This Warranty comprises Swisspearl Patina (Original, Rough, Inline, Signature), Swisspearl Carat, Swisspearl Gravial, Swisspearl Vintago, Swisspearl Vintago-Reflex, Swisspearl Reflex, Swisspearl Avera, Swisspearl Nobilis, Swisspearl Terra, Swisspearl Planea, Swisspearl Zenor, Swisspearl Plank Original, Swisspearl Panel, Swisspearl W177-6, Swisspearl W146-8, Swisspearl Construction, Swisspearl Multi Force, Windstopper Extreme, Swisspearl Rock and original Swisspearl screws and rivets used in connection with Swisspearl products (as specified below) delivered by Swisspearl Sverige AB to the distributor of Swisspearl Sverige AB after January 1, 2024 and used for its intended purpose as building material in Sweden. The products are hereinafter referred to as "Products".

## 3. Warranty

- 3.01 This Warranty may only be claimed by the owner of the Products regardless of it being a physical or legal person. The person able to claim the Warranty is hereinafter referred to as the "Owner".

## 4. Warranty scope of coverage

- 4.01 This Warranty is supplementary to the legal rights of the Owner according to mandatory legislation.
- 4.02 If the Owner, taking into account the claim period stated under point 5, can prove that the Products in question had original defects in line with the points 4.03 and 4.04, Swisspearl Sverige AB, at its own discretion, undertakes to either
- (a) exchange the Products in question (including the required work in connection with the exchange); or
  - (b) redeliver new Products similar to the Products in question; or
  - (c) repair the defects of the Products in question
- This Warranty cannot be extended to comprise Products free of original defects that may have been delivered to the distributor of Swisspearl Sverige AB together with the defective Products. For the avoidance of doubt, transport cost, removal of damaged material and installation is not covered by this Warranty.
- 4.03 An original defect is assumed to exist if the defect existed when the Product was delivered by Swisspearl Sverige AB to the distributor of Swisspearl Sverige AB. Defects are defined in accordance with the general term "defect" of Swedish law, and Owner waives any rights to any warranty or definition of defect applicable under any law but Swedish law.
- The assessment of whether a reasonable person would consider the quality of the Product to be satisfactory shall take in to account normal wear and tear of the Product and whether the function and appearance of the Product has been affected by impact of external factors. For the avoidance of doubt and without limitation, the occurrence of salt efflorescence/lime depositing and/or colour changes due to aging and/or weathering and any natural imperfections of the fibre cement (e.g. dots or spots) are not considered a defect and do therefore not constitute rights to damages by Swisspearl Sverige AB.

- 4.04 Swisspearl Sverige AB shall under no circumstances be liable for defects occurring or arising after the Product has been delivered to the distributor of Swisspearl Sverige AB, including but not limited to defects that occur in connection with any transportation, storage, installation, assembly, handling or application that is carried out by the distributor of Swisspearl Sverige AB or the Owner (as applicable), as well as any failure by the distributor of Swisspearl Sverige AB or the Owner (as applicable) to adhere to the guidelines and instructions developed by Swisspearl Sverige AB.
- 4.05 This Warranty shall apply only as set out in points 4.02 and 4.03 and only when the Product is used for its intended purpose. Any other losses resulting from an original defect in respect of a Product, including but not limited to downtime, loss in income as well as time, and other losses, are not covered by this Warranty. Personal injuries and damage to property are not covered by this Warranty.

## 5. Claims and period of limitation

- 5.01 The Owner shall notify Swisspearl Sverige AB about any original defect which is found in respect of a Product. Such notification shall be made in writing within a reasonable timeframe, and in any event no later than 6 months after the Owner's discovery or knowledge of the original defect and no later than 20 years after the Products have been delivered by Swisspearl Sverige AB to the distributor of Swisspearl Sverige AB.
- 5.02 The written notification in point 5.01 shall include all information relevant to the claim, including but not limited to information about the Product type, number of Products, reason for the claim and if possible, the Product marking. Upon receipt of a notification complying with points 5.01 and 5.02, Swisspearl Sverige AB is entitled to examine the Product in question. If Swisspearl Sverige AB is prohibited by the Owner from examining the Product, the claim will be refused.
- 5.03 The liability of Swisspearl Sverige AB in accordance with this Warranty comprises liability for original defects in a Product which are claimed by the Owner against Swisspearl Sverige AB in accordance with points 5.01 and 5.02 within 20 years after delivery of the relevant Product to the distributor of Swisspearl Sverige AB. Subsequently, the Warranty is voided in respect of that Product.
- 5.04 The value of the required work covered by this Warranty, will be subject to a descending valuation of 10% each year, starting from year 16 as shown in the valuation table below. In the descending period (16-20) the liability of Swisspearl Sverige AB under point 4.02 will only apply in respect to subpoint (a) and (c). Swisspearl Sverige AB' liability under point 4.02(a) or 4.02(c) will only be for the applicable value as set out in the valuation table below concerning the required work and repair.

Year 1 - 15	Year 16	Year 17	Year 18	Year 19	Year 20
100%	90%	80%	70%	60%	50%

## 6. Disputes

- 6.01 This Warranty is governed by and construed under Swedish law. Any dispute arising from or in relation to this Warranty shall be settled by arbitration in accordance with the Swedish Arbitration Act.