



LINAX<sup>®</sup>

PRODUCT WARRANTY

 Bitus

## **Product Warranty – Linax (valid from January 2022)**

For all Linax products, Bitus offers, according to the following conditions, a rot protection warranty for 50 years from the time of sale regarding rot and a product warranty for 12 years from the time of sale regarding shape and color stability (hereinafter collectively called “Linax Extended Product Warranty”).

However, this Linax Extended Product Warranty only applies if the customer (consumer or commercial party) below “Customer” has registered by filling in the form below whereby the Customer confirms and accepts the terms of the Linax Extended Product Warranty.

Furthermore, products that are custom ordered by Customers not adhering to Bitus’s standard dimensions, i.e. not complying with Swedish building standards, will not be covered by the 12-year product warranty.

For consumers who choose not to register, the Consumer Purchase Act (SFS 2022:260) and its provisions regarding liability for errors apply. For other customers who choose not to register, the conditions in ABM07-Trä apply.

By registering, the Customer guarantees that he is aware and accepts that the Linax Extended Product Warranty only applies on the condition that the Customer has followed the general regulations and the requirements for maintenance in accordance with the conditions below.

In cases where the Customer has resold Bitus’s products to a consumer, the Customer is obliged to ensure that the following maintenance requirements are paid particular attention to by the Customer’s buyer (the consumer) and that the consumer has been informed that this is a prerequisite for Linax’s Extended Product Warranty to apply.

A retailer of Bitus's products is obliged to handle warranty questions from the consumer and must also inform the consumer that complaints must be made to the retailer directly. Only complaints regarding the rot protection warranty may be directed to Bitus directly.

## **General Terms and Conditions – Linax Extended Product Warranty**

In accordance with the conditions below, Bitus guarantees that the product Linax is resistant to today’s climate and rot, and that the product must

therefore remain stable in shape and color and free from rot attack during the warranty period.

The warranty period is 50 years from the date of sale regarding rot (rot protection warranty) and 12 years from the date of sale regarding shape and color stability (product warranty), for all products in the Linax range.

The Linax Extended Product Warranty applies only to documented flaws and defects of significant extent.

Minor imperfections, such as cracking and the like, may occur and are considered normal. Such defects are not covered by this warranty. Changes due to natural aging, chalking, gloss alteration, resin bleeding, color variation, or mold and growth may also occur and are considered normal.

Such changes are also not to be considered as defects and are not covered by the Linax Extended Product Warranty.

### **Conditions**

The customer must be able to prove that the warranty has not expired by presenting the purchase receipt in original. To prove that the mandatory maintenance has taken place, the Customer needs to be able to show documentation of the maintenance carried out with photos and a photo of the purchased Linax oil as well as a receipt for the purchased product.

Bitus's liability according to this product warranty only applies on the condition that the Customer has followed the general regulations and maintenance requirements.

The requirement for maintenance is confirmed through the registration process below.

### **When warranty does not apply**

Bitus has no responsibility due to this product warranty for defects that are wholly or partially caused by

- (1) negligence, oversight or any other deviation from Swedish professional workmanship as defined in the prevailing AMA Hus (Swedish building and construction standards)
- (2) mechanical impact and splitting longitudinally

- (3) insufficient evidence that end wood sealing has been done with Linax linseed oil glaze or the use of unsuitable cleaning agents or other oils
- (4) application of additional color to Linax, outside of the Linax linseed oil glaze range not recommended by Bitus
- (5) condensation, poor ventilation, adjacent vegetation, placement of the item in contact with soil or water, resin bleeding or other unusual conditions
- (6) biofouling and/or black mold that the Customer has not removed during ongoing maintenance
- (7) damage to the material that has not been repaired
- (8) neglecting the Linax installation guide of the decking, cladding and roof
- (9) neglect of oiling maintenance (every 5 years regarding decking, balcony floors and outdoor furniture and every 12 year for cladding products. All other Linax products every 8th year)
- (10) Damage due to normal wear and tear or intentional harm – in cases of negligence, the injured party is considered to have contributed to their own damage
- (11) Deficient or incorrect maintenance
- (12) Products that have not been used or are not used as intended
- (13) Damage caused by force majeure

### **Complaint**

Complaints must be submitted in writing to Bitus or the retailer no later than fourteen (14) days from when the defect was discovered in connection with an inspection. If such a written complaint is not received within the specified time, Bitus no longer has any responsibility under the Linax Extended Product Warranty.

In connection with a complaint, the Customer must give an account in writing of – document and verify – the defects that are considered to be essential, as well as state the claims made on the basis of this warranty. Bitus or the retailer, at Bitus's option, must be given the opportunity to inspect the advertised product.

### **Inspection and measures**

It is the responsibility of the customer to inspect their Linax products every year at intervals determined with regard to climate and exposed location. The Linax Extended Product Warranty is only valid under the condition that mounting, use, maintenance, inspection and measures according to this document have been carried out correctly.

## **Repair and Replacement**

In the event that the Linax Extended Product Warranty applies according to the conditions above and if a defect exists and has been approved by Bitus, Bitus undertakes, at its own option, to rectify/repair the defects or to deliver a fault-free product of equivalent quality (redelivery) or to refund the purchase price to the Customer. See the conditions below:

Maximum warranty compensation in % on the purchase price of defect product	Refers to years from the beginning of the guarantee period
100%	Year 0-20
60%	Year 21-30
30%	Year 31-50

## **Limitation of liability**

Bitus commitment as above constitutes Bitus's full responsibility according to the Linax Extended Product Warranty. Bitus is therefore not responsible for damage (direct or indirect) arising from a lack of warranty – including but not limited to costs for replacing or repairing the faulty product on the building and costs to remedy consequential damage to the building or loss of profit, expected savings or loss of income.

Bitus' liability for the Linax Extended Product Warranty is a maximum of the price paid by the Customer to Bitus or alternatively to the retailer for the defective product.

## **Other**

Bitus Linax products are controlled by Rise and is covered by the NTR rot warranty. However, this requires that the products are correctly assembled.

## **Applicable Law and Dispute**

This Warranty shall be governed by and interpreted in accordance with the laws of Sweden and the parties submit to the exclusive jurisdiction of the Swedish courts.

Any dispute, controversy or claim arising out of or in connection with the interpretation of this warranty, or the breach, termination or invalidity thereof, shall be finally settled by the ordinary courts of Sweden, with Stockholm District Court (Stockholms tingsrätt) as the first instance.

The language to be used in the court proceedings shall be Swedish.



 Bitus