

Acacia Composites Manufacturers (Pty) Ltd

Registration: 2022/0883

5 Von Braun Street

Windhoek, Namibia

VAT: 13246066-015



Acacia
Composites
Bush to Bio Composites

STANDARD WARRANTIES FOR PRODUCTS AND SERVICES

1. Acacia-Composites Manufacturers (Pty) Ltd's (hereinafter the Company) outdoor floor and wall systems consists of high-quality wood composite materials that are 100% recyclable. The Company produces high-quality wood composite material according to strict quality guidelines according to EN 15534-1 and EN 15534-4. The outdoor systems impress high in dimensional stability and durability and are manufactured in an environmentally friendly manner.
2. Material tests are carried out in the in-house laboratory for each production lot, and there are regular checks in a specialist laboratory in Germany. Every quality check is fully documented and every lot produced can be traced back, which allows the Company to investigate every complaint in a qualified manner. Appropriate use of the systems is assumed. Proper use and warranty claims are checked by the Company, however, recognition of warranty claims is at the discretion of the Company's professional assessment.
3. Products are manufactured using natural additives and may therefore be subject to certain variations with regard to their properties (e.g. colour variations). Deviations, changes or tolerances within the scope of standards do not constitute a deviation from the agreed quality. Colour specifications for the products do not represent quality specifications or guaranteed properties.
4. Due to the high wood content of the products and the possible colour variations, colours changes are natural and may therefore vary. A quality agreement on the colour specification of the products is therefore excluded, as the colour is not a target quality. The Company can however give assurances about the colour of the product within a single order.
5. The Products shall be delivered free of manufacturing and material defects; this shall not constitute a guarantee of quality or durability. However, it is the Customer's responsibility to ensure that the product is suitable for the intended use. Building regulations, static necessities and safety measures must be checked by the Customer and complied with according to all applicable legislative regulations.
6. The warranty periods will be as indicated in tables below, and will run from date of delivery of the products. This warranty is strictly linked to appropriate use and product-specific installation in accordance with the Company's written guidelines.
7. The warranty does not apply to abuse, misuse, negligence, improper installation, failure to follow installation instructions, product modification, excessive loading, accident, fire, natural disasters, or use of non-system accessories, or expected deterioration cause by scuffs or scratches. Liability for normal wear and tear is excluded.
8. No warranty shall be assumed for unsuitable or improper use, faulty or defective installation by the Customer or third parties, faulty or negligent handling, unsuitable construction materials or materials, chemical, electrochemical or electrical influences, improper modifications or repair work carried out by the Customer or third parties without prior approval by the Company.
9. The information contained in public statements of the Company, such as on the internet, on the homepage, in catalogues, brochures, circulars, advertisements, illustrations, advertisements and price lists regarding the properties of the Company's Products are non-binding and are only part of the quality insofar as they have become part of the contract, and shall therefore not be protected under the Company's warranty. The Company is not bound by statements about the properties of its products from dealers and sales representatives that go beyond this warranty.
10. The Company's liability under this warranty relates exclusively to the replacement of defective components. The Company shall not be liable for any labour, installation, post-installation, freight, insurance, import duties, taxes, license fees, communications fees or any other charges related to the defective product. The Company is therefore not responsible for any consequential damages, fines, financial losses or claims for damages.
11. The Customer must notify the Company in writing of any defects without delay, but no later than one week after receipt of the delivered product(s). Defects which cannot be discovered within this period even after careful inspection shall be notified to the Company in writing immediately after discovery.
12. Only the direct Customer/purchaser shall be entitled to make claims against the Company on account of defects and such claims shall not be assignable. In order to claim the warranty, such Customer must send the purchase receipt and supporting photos together with a description of the damage to the Company. The damage report must describe the following points: time of laying, place of laying, any building regulations to be observed, development of the damage. The Company reserves the right to examine the complaint.
13. In the event that Customer notifies Company that the products are defective, the Company shall, at its option and expense, demand that the:
 - 13.1 defective product be sent back to Company for repair and subsequent return; or
 - 13.2 Customer holds the defective product ready and the Company delivers a similar product as a replacement for the defective one, and retains the defective product.
14. If the rectification of defects fails after a reasonable period of time, the Customer may, at its option, demand a reduction of the purchase price or withdraw from the contract. A failure of the rectification can be assumed at the earliest after the second unsuccessful attempt of rectification.
15. These warranty conditions do not affect any statutory rights that a Customer may have.

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Directors: Olaf Liebich (Namibian), Heinrich Unland (German)

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RESIDENTIAL APPLICATION

Warranties will be expanded over a period of 15 years, but limited to the coverage as indicated below.

Warranties are limited to product replacement as indicated below and depending on the period of usage; there shall strictly be no cash refunds.

Residential warranties may only be transferred once upon change/transfer of ownership; thereafter there shall be no other transfer of warranties.

Year	Coverage
Year 01	100%
Year 02	100%
Year 03	90%
Year 04	80%
Year 05	70%
Year 06	60%
Year 07	50%
Year 08	40%
Year 09	30%
Year 10	20%
Year 11	10%
Year 12	8%
Year 13	6%
Year 14	4%
Year 15	2%

COMMERCIAL APPLICATION

Warranties will be expanded over a period of 10 years, but limited to the coverage as indicated below.

Warranties are limited to product replacement as indicated below and depending on the period of usage; there shall strictly be no cash refunds.

Commercial warranties may no be transferred upon change/transfer of ownership; there shall strictly be no transfer of warranties.

Year	Coverage
Year 01	100%
Year 02	50%
Year 03	50%
Year 04	20%
Year 05	20%
Year 06	20%
Year 07	10%
Year 08	10%
Year 09	10%
Year 10	10%

/END

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