

WARRANTY

We hereby warrant and guarantee to our customers who are directly supplied by us that the **ELB€søcur WTB 150, WTB 200, WTG 150** sealing membrane delivered by us is a sealing membrane that is watertight and suitable as a pond liner for a period of

10 Years

Scope of Warranty:

In case of a defect due to faulty material, this warranty shall cover the cost-free replacement of the **ELB€søcur WTB 150, WTB 200, WTG 150** sealing membrane of the same or similar quality.

The warranty period shall commence upon the delivery of the **ELB€søcur WTB 150, WTB 200, WTG 150** sealing membrane to our customer (invoice recipient). The period of the warranty shall not be extended due to replacement and/or subsequent repair work.

Any and all deviations in the quality, weight, thickness, width, equipment, surface, design, or colour which are customary in this trade cannot be acknowledged as defects. We shall not assume any warranties for the permanent consistency of colours, for loss of brightness, or similar external appearances.

This warranty shall be valid on condition that:

1. The customer (invoice recipient) has to report the defect to us immediately after it appeared. The original label has to be submitted as material proof.
2. Elbtal Plastics GmbH & Co. KG shall be given the opportunity of inspecting the defective product as installed.
3. The sealing membrane needs to have been installed with state-of-the-art technology by an acknowledged expert.
 - a) There must exist a protective layer for example a non-woven of at least 300 g/m² or a protective layer of sand under the pond liner.
 - b) A surrounding construction (all-over covering with soil above and below the waterline) and a connection construction must be installed.
4. Proper water cleaning and treatment as required by a pond liner is a prerequisite.

Exclusions:

We shall neither be held liable for damages which are caused by third parties nor for damages due to force majeure, damages due to faulty construction or defective foundations, mechanical breakdowns, damages due to non-expert storage, installation, and welding as well as damages which are due to improper cleaning and maintenance as well as the use of non-standard pond chemicals. The pond has to be filled with proper water.

This Warranty shall commence on the date of delivery.



Michael Schumann
Managing Director




Margit Troge
Quality Management

Drawn Up: February 22, 2011