

WARRANTY CONDITIONS – EPDM GRANULES

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1. The warranty applies to EPDM granules manufactured by Geyer&Hosaja Sp. z o.o.
2. As the Manufacturer of the EPDM granules, Geyer&Hosaja Sp. z o.o. guarantees that the EPDM granules are free of manufacturing defects. The warranty period guaranteed by the Manufacturer shall be 12 months from the date of sale, under the conditions specifically set forth herein.
3. The warranty shall only be valid under the condition that the EPDM granules are used in accordance with their purpose and information specified in the Technical Data Sheet of this product shared with the Customer.
4. The Customer is obliged to check the goods purchased from Geyer&Hosaja Sp. z o.o. for defects immediately upon their receipt. Qualitative complaints must be filed in writing within 7 days of receipt. Failure to comply with these requirements shall result in the goods being deemed to have been accepted by the Customer and no further claims can be made. Should there be a quantitative complaint, it must be filed in writing or via e-mail within 24 hours of delivery. Failure to do so shall result in forfeiture of claims resulting thereof.
5. The suitability of purchased EPDM granules for the process and purposes intended by the Customer shall be verified and determined by the Customer. Information or advice shared by the Manufacturer shall be deemed as given in good faith but with no guarantee whatsoever. Information regarding the delivered product, especially its parameters and/or properties and/or proportions are approximate and the indicated usage is only a recommendation. This data shall not constitute a basis for warranty claims resulting from properties of the EPDM granules. The same shall apply to results of chemical and physical analysis shared by the Manufacturer.
6. Furthermore, all information about the product, including this resulting from the Manufacturer's experience and knowledge shall not waive the obligation of the Customer to verify and determine the suitability of purchased EPDM granules for the process and purposes intended by the Customer. This shall also be applicable when the Manufacturer has supplied the Customer with product samples. Once the order is placed, it shall be deemed that the Customer is familiar with the technical specification of the EPDM granules and has verified their suitability for the intended purposes.
7. When using and applying the EPDM granules, The Customer shall be responsible for adhering to the laws in force, health and safety rules, as well as occupational and technical rules and procedures.
8. The warranty shall only cover EPDM granules manufacturing defects resulting from the production process. The Manufacturer may only be liable for EPDM granules' parameters and features explicitly specified in the technical specification shared with the Customer or in a separate contract. The Manufacturer shall not be liable for actions, or their results, undertaken by contractors or sub-contractors, as conditions thereof remain completely beyond the Manufacturer's control.
9. In case of a qualitative complaint it is required that the Customer refrains from application of granules until the issues have been properly addressed. Geyer&Hosaja Sp. z o.o. shall be entitled to demand that the Customer secures and sends to the specified address a sample, i.e. 1 kg of objected goods, for examination. These very granules shall also be used by the Manufacturer to compare the objected goods with retain samples stored by the Manufacturer.
10. The time limit for qualitative complaint handling by the Manufacturer shall be 30 working days from the date or its receipt. Should there be necessity for additional tests, the complaint handling period may be prolonged.
11. If the claim is accepted and deemed valid, Geyer&Hosaja Sp. z o.o. shall ensure a replacement delivery of defect-free goods. It shall take place without undue delay if the defect-free goods are available in the Manufacturer's warehouse. Should this not be the case, the delivery shall take place at the earliest convenience. All expenses related to this delivery shall be borne by the Manufacturer. If the defect is removed or a replacement delivery ensured, the Customer shall forfeit any further claims for compensation or damages.

12. Geyer&Hosaja Sp. z o.o. shall have no liability for:
- a) normal wear and tear,
 - b) faulty, inadequate or improper transport (for EXW / FCA deliveries), storage and/or use,
 - c) damage and/or contamination of the ready surface resulting from improper use, care and maintenance, the rules of which shall be set by and agreed between the Customer and their contractor(s),
 - d) repairs and modification of granules constituting a component of the ready surface performed without the Manufacturer's knowledge and/or by unauthorised persons,
13. The range of available colours, the colour formulations and the individual colour hues of Geyer&Hosaja Sp. z o.o. EPDM granules are subject to periodical adjustments and changes. In case of orders and deliveries separated by a significant period of time, slight colour variations are possible. These colour variations shall not be deemed as a defect. Furthermore, colours of EPDM granules supplied by Geyer&Hosaja Sp. z o.o. may change slightly or turn pale with time due to exposure to sunlight / UV rays and to other climatic or environmental factors. Such changes, as well as natural abrasion of the granules and other natural ageing processes shall not constitute a defect.