

EPDM Conditions of Warranty

Warranty Conditions for EPDM Products

(status 2011)

In addition to the General Terms and Conditions of Semperit Profiles Deggendorf GmbH and Semperit Profiles Leeser GmbH (hereinafter referred to as Semperit) the following warranty conditions shall apply to EPDM profiles, frames, end caps and mouldings produced and delivered by Semperit. In cases of doubt the Warranty Conditions for EPDM Products shall prevail.

1. Quality of material

Semperit provides the internal quality certificate upon customer request. This certificate adapts the quality of the material produced by Semperit, as far as the requirements of DIN EN 12 365 for black and colored products are concerned.

2. Ordering

Unless otherwise agreed Semperit will carry out the construction/design work and produce the tools. Only information on all requirements of the finished product including installation conditions that has been given to Semperit prior to commencement of the work shall be relevant. Completion of a questionnaire sent by Semperit shall not discharge the customer from his obligation to provide sufficient information. The information provided by the customer shall be treated confidentially.

The tools produced by Semperit shall become the property of Semperit, even if a customer's contribution to the tool costs has been agreed upon.

3. Approval of samples

After production of the tools, Semperit shall make available the samples for installation, field and bench tests (EN 14351-1). The customer shall be responsible for carrying out the tests. Written approval of samples by the customer shall be a prerequisite for commencement of serial production. Upon approval of samples the burden of proof of defects of the product shall pass to the customer. Semperit's warranty for quality of material shall not be affected. Serial production shall be subject to permanent production control, which shall, however, not release the customer from his obligation to inspect the incoming goods. Inspection of the incoming goods must be effected in such a way that only appropriate goods will be processed.

Whether or not a complaint case exists shall be assessed according to the drawings of Semperit in compliance with the tolerances of the currently applicable DIN ISO 3302 1 (can be purchased from Beuth-Verlag [publishing house], Cologne).

4. Processing

Warranty shall be subject to observance by the customer of the following guidelines for processing and use.

1. storage of the products according to DIN 7716 (can be purchased from Beuth-Verlag, Cologne)
2. Processing of goods within six (6) months of delivery
3. Prevention of mechanical injuries through assembly tools, additional clamping, etc.
4. Cleaning only with gentle detergents in a concentration for use. The seals must not get in contact with solvents (petrol, benzene, chlorinated hydrocarbons, etc.)

5. No painting over of the profiles with varnish, resin, grease, etc.; profiles shall only be installed in freshly painted frames after the frames have dried. When using additional sealing materials, jointing compounds, adhesives or the like, the supplier of the sealing materials has to certify that they are safe for use with EPDM profiles.
6. The maximum temperature for continuous stress is + 100° C.
7. No installation of profiles under excessive strain. We recommend an addition of 1% when cutting to length.

5. Complaint procedure

In the case of a complaint the following procedure shall be adhered to by the customer in order to maintain warranty. In the case of complaints Semperit Profiles Deggendorf GmbH and Semperit Profiles Leoser GmbH shall be informed immediately and, preferably, relevant samples shall be sent at the same time. The goods complained about shall be made available to Semperit for examination and shall be sent to Semperit in whole or in part upon request. Until the final decision has been made, the customer shall keep them also after they have been sent back to him and shall send them to Semperit again upon request. Profiles that have already been installed in the structure shall be replaced only after an inspection by Semperit. Upon request also the replaced goods shall be returned.

6. Due invoice amounts

The customer shall not be entitled to withhold invoice amounts due for the delivery complained about or any other delivery in order to secure warranty claims, if any, or to set off any claims of his against counterclaims.