

## Limited Warranty LIMARTEC® WOOD VENEER

1. In the event of any defects tot he provided veneer in the course of the application of the „LIMARTEC® WOOD VENEER processings“ hereinafter referred to as „LIMARTEC® WOOD VENEER Processing or „LIMARTEC® WOOD VENEER Procedure“), customer's rights towards F. LIST GMBH (hereinafter referred to as "F/LIST") shall be enumerated exclusively in this Limited Warranty and F/LIST's General Terms and Conditions as dated of January 2015. In the event of an inconsistency between the Limited Warranty and F/LIST's general Terms and Conditions, the provision of this Limited Warranty shall prevail.
2. F/LIST represents and warrants that its LIMARTEC® WOOD VENEER Processing will at the time of transfer of risk (i) be manufactured in good, workmanlike manner in accordance with the certificate of quality Module D, Certificate No. 15033; (ii) possess the feature as described in clause 8; (iii) be free of defects and (iv) be state of the art at the time of conclusion of the Purchase Order.
3. The warranty period shall be 12 months calculated from the transfer of risk.
4. The processing of veneer which has been provided from customer to F/LIST (hereinafter referred to as "Provided Veneer" constitutes the provision of contract processing (Lohnverarbeitung).
5. Before starting the application of the LIMARTEC® WOOD VENEER Procedure F/LIST will examine the suitability of the Provided Veneer cursorily and on a sample basis. F/LIST cannot be held liable for its examination as described above. Beyond the examinations performed cursorily and on a sample basis regarding the general suitability of the Provided Veneer, F/LIST will not carry out any examinations in respect of other particular features (e.g. color, inhomogeneity, wood defect, damages) of the Provided Veneer. The evaluation of all other features of the Provided Veneer, especially the visual and qualitative nature of it, is under the sole responsibility of the customer. F/LIST reserves the right to reject, in its sole discretion and without the need of explanation, any request regarding the LIMARTEC® WOOD VENEER Processing, even if the Provided Veneer basically is in the range of the limitations of the data sheet, especially concerning the gravity and the thickness.
6. F/LIST represents and warrants that the Provided Veneer will be kept under usual climatic conditions (e.g. temperature, humidity) of a non-climate controlled production hall from the time of receipt until its delivery.
7. F/LIST warrants and represents that the LIMARTEC® WOOD VENEER Processing is carried out in line with the certificate of quality Module D, Certificate No.15033.
8. Furthermore, F/LIST represents and warrants that after the application of the LIMARTEC® WOOD VENEER Procedure the Provided Veneer is fitted with a flame retardant in line with IMO-FTP Code 2010 Part 5, Certificate No. 118.342. F/LIST does not warrant and represent any other particular characteristics of the Provided Veneer other than its flame retardant feature.
9. Minor stainings on the surface of the material, which are caused by the processing and handling of the Provided Veneer and provided that such stainings may be sanded or polished away are not considered as defects and are not covered under this Limited Warranty.
10. Discolorations of the Provided Veneer may occur during the LIMARTEC® WOOD VENEER Procedure. Due to the natural and specific features of wood, e.g. grain, structure, content, gravity and other particular features created in a living tree, discolorations of minor degree can also occur in a single batch of wood or even in a single part of a veneer trunk. Upon request of the customer, samples can be requested in order to assess the likely discolorations. F/LIST accepts no warranty for any gradual discolorations of the Provided Veneer that might occur during the LIMARTEC® WOOD VENEER Procedure. Changes of the processed products, where the LIMARTEC® WOOD VENEER Procedure has been applied to, which are caused due to the natural and specific features of wood in conjunction with the aging process of wood, e.g. discolorations due to UV irradiation, are not considered as defects and are therefore not covered under this Limited Warranty.
11. Cracks in the Provided Veneer might occur or increase due to the LIMARTEC® WOOD VENEER Processing. Such cracks are resulting from the natural feature of wood and veneer in combination with humidity and are not considered defects and therefore are not covered under this Limited Warranty. The customer is responsible that the junk thereby incurred is included in its own calculations of the clipping.
12. Supplying pretreated veneers: Pretreated veneers are veneers treated by the customer or a third party commissioned by the customer by coloring, bleaching or adding acids, for example, prior to applying the LIMARTEC® WOOD VENEER method. F/LIST is not responsible for any discoloration that occurs after applying the LIMARTEC® WOOD VENEER method to pretreated veneers and that can be traced back to possible pretreatment work (e.g., pretreatment residues are present on the veneer). The customer is particularly responsible for ensuring that the supplied veneers are free of pretreatment residues (e.g., bleach or dye residues, acid residues), are protected against water erosion and comply with all other instructions from F/LIST. The customer is solely responsible for the professional execution of all pretreatment work. F/LIST assumes no responsibility for pretreatment work, any resulting damages, discolouration or changes to the supplied veneers.
13. For convenience reasons F/LIST will provide customers, either in written or oral form, with nonbinding guidelines for further processing of the Provided Veneer. These guidelines embody experiences gained from tests and reference projects and are solely intended as clarification. F/LIST shall have no liability whatsoever in respect to any damages of the processed Provided Veneer which are based on further processing, even if such further processing has been conducted in line with the nonbinding guidelines.
14. The customer is obliged to conduct its own tests as to further processing of the Provided Veneer, in particular with respect to bonding (Verklebung), pickling (Beizen) or any other treatment of surfaces and shall be solely responsible thereto. With the exception to the feature of the flame retardant, F/LIST does not accept any liability with respect to the further processing of the Provided Veneer.
15. Damages of the Provided Veneer that underwent the LIMARTEC® WOOD VENEER Procedure and which occur after the transfer of risk are not covered under this Limited Warranty. In particular, F/LIST does not accept any liability for inappropriate storage of the Provided Veneer after the transfer of risk, transport, use or misuse, alteration or further processing by the customer or third parties (e.g. repair works) or damages resulting from improper maintenance.

# F/LIST

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SDD- SALES DEPARTMENT DOCUMENT

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**THIS LIMITED WARRANTY IS EXCLUDED IF F/LIST HAS NOT RECEIVED PAYMENT IN FULL FOR THE LIMARTEC® WOOD VENEER PROCEDURE. THE LIABILITY OF F/LIST IS IN ANY EVENT CAPPED WITH THE RESPECTIVE REMUNERATION RECEIVED BY F/LIST FOR A PARTICULAR LIMARTEC® WOOD VENEER PROCEDURE.**