
CONVENTIONAL WARRANTY TERMS AND CONDITIONS

These warranty terms and conditions apply to all supplies of the product as of 01.01.2026.

1. Warranty Statement

Elements S.r.l., with registered office in Olmi di S. Biagio di Callalta (TV), Via Postumia Ovest no. 226 (Tax Code 04877220261), hereinafter referred to as the "MANUFACTURER", grants a warranty for the products PLENAPUR 220, PLENALITH 230, and PLENALITH 270, hereinafter referred to as the "PRODUCT", for a period of 25 years, subject to the specific terms and conditions set out below.

In particular, Elements S.r.l. guarantees the product's resistance to water penetration class W1 of the underlayer in accordance with EN 13859.

The warranty period shall commence on the date of issuance of the invoice for the sold product.

Elements S.r.l. warrants that the characteristics of the product comply with the generally recognized state of the art and conform to the applicable technical standards in force at the time of supply.

2. Warranty Conditions

This conventional warranty, covering any ascertained defect of the product, shall apply solely and exclusively if:

- a. the product is installed within three months from delivery or collection;
- b. the product is covered by the final roof covering within one month of installation;
- c. the product is used strictly in accordance with its specific technical function, in compliance with the instructions provided by Elements S.r.l., the applicable industry regulations in force, and installed in a workmanlike manner strictly in accordance with the technical documentation made available by Elements S.r.l. on its website, in its catalogue, and enclosed with the material;
- d. the warranty shall be valid if the product is used as described in the following countries: Germany, France, Benelux, Poland, Russia, Czech Republic, Slovakia, Hungary, Switzerland, Italy, Austria, Spain, Portugal, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Estonia, Latvia, Lithuania, Belarus, Romania;
- e. the warranty applies exclusively to the person designated as purchaser on the purchase invoice;
- f. this warranty is provided free of charge to the customer.

3. Procedure for Claiming the Warranty

The conventional warranty must be activated as follows:

- a. the warranty may be invoked by notifying the defect in the sold product by certified email (PEC) to pec@pec.elements-italia.com or by registered mail with return receipt within no later than 8 (eight) days from the date of discovery of the defect, enclosing a copy of the Elements S.r.l. sales invoice indicating the type of product and the date of purchase;
- b. following proper notification of the defect and verification of the required documentation, Elements S.r.l. shall carry out an on-site inspection through its technical representative. Once the product defect and its correct technical use have been ascertained, Elements S.r.l. reserves the right to determine the methods, means, and timing for replacing the product;
- c. the warranty exclusively provides for the supply of the product necessary to replace the existing product that has been ascertained as defective. The costs related to removal and installation of the new product shall be borne by the customer;
- d. the value of the replaced product shall be proportionate to the age of the product determined to be defective, with a reduction in value equal to 3% for each year or fraction thereof elapsed from the date of the sales invoice;
- e. in the event of partial or total replacement of the defective product, only the statutory warranty applicable to the replaced material shall recommence. The duration of the conventional warranty shall continue to run from the date of the invoice of the original supply with respect to the product, or part thereof, not replaced. In the event of repair of the defective product, the duration of the conventional warranty shall continue to run from the date of issuance of the invoice for the original supply;
- f. if no warranty entitlement exists, inspection costs shall be borne by the customer.

4. Warranty Exclusions

The warranty does not cover:

- changes in color, stains, normal wear and tear, optical alterations, minor modifications of the product due to the material, etc., which are to be considered normal and unavoidable during the warranty period and which do not affect the intended use of the product;
- damage caused by improper storage, handling, or other treatment prior to installation;
- damage caused by design or workmanship errors, inadequacy of the substructure, or lack of protection from direct sunlight;
- damage caused by force majeure (e.g., lightning, storms, acts of vandalism, mechanical impacts, extreme temperatures, or improper use);
- damage resulting from subsequent interventions after installation or renovation works on the structures where the product has been installed;
- damage caused by external influencing factors, including, by way of example and not limitation: poor design or defective use, chemical or mechanical factors, damage caused

by solvents and petroleum-based substances, damage caused by animals of any kind, damage due to improper transport, handling and/or storage, incorrect installation or installation carried out using unsuitable equipment, incorrect technical advice, particularly severe weather or natural events, earthquakes, ground settlement or subsidence, deformation or defects of the structure above or below the product;

- the conventional warranty shall not apply if the supplied and invoiced product has not been fully paid.

5. Final Provisions

For any matters not expressly provided herein, reference is made to the applicable sales conditions, insofar as compatible.

For any dispute arising out of and/or in connection with this warranty, including its performance, termination, cessation, validity and/or interpretation, the Court of Treviso shall have exclusive jurisdiction.

If any provision of this warranty is wholly or partially invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

The application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) is expressly excluded.

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