



WARRANTY DISCLAIMER PLANTEX® WEED CONTROL

Region: EUROPEAN UNION

Upon the following terms and conditions DuPont de Nemours (Luxembourg) S.à.r.l. (in the following “DuPont”) hereby offers a limited warranty covering the DuPont™ Plantex® Weed Control products (in the following “product”).

1. Warranted product characteristics and installation

DuPont warrants that its products will conform to DuPont’s manufacturing specifications in effect at the time of the sale of the product. Within the warranty period, properties specified in the technical datasheet may only change in so far as to still allow proper functioning of the sheet as a gardening fabric. A proper functioning of garden fabric is given if the product is installed strictly according to DuPont’s installation guidelines in effect at the time of installation.

2. Length of warranty

DuPont offers a limited warranty in time indicated on the below table, as far as no shorter terms have been declared, from the date of permanent installation.

3. Limitations

This limited warranty is null and void and shall be of no further force and effect in the event:

- a. DuPont or its distributors are not allowed to inspect the installation of products in connection with any claim asserted under this limited warranty;
- b. That no supporting documents can be provided to DuPont that allow for the traceability of the product, such as an invoice, showing the purchase date or the installation date of the products or the insert sheet which includes the production date, and
- c. Products are not applied according to DuPont’s written installation guidelines in effect at the time of installation.

This limited warranty applies only to defects appearing within indicated product specific warranty from the date of permanent installation and only if DuPont is notified in writing within thirty (30) days after the circumstances giving rise to a claim either appear or should have been discovered after the exercise of reasonable diligence by customer, its contractors, subcontractors, and/or distributors. Failure of the claiming party to notify DuPont within such period shall automatically relieve DuPont of any and all responsibility and/or liability under this limited warranty.

Reasonable diligence includes, but is not limited to:

- Regular inspection and control of the product, after the installation to ensure that potential failures are detected early.
- No physical damage is inflicted on the product during or after installation, due to passage of machines, direct walking on the product, mis-use of installation tools

This limited warranty does not cover damage or failure of the product if:

- a. Such damage or failure is caused by natural events, including, but not limited to fire, floods, lightning, hurricanes, hail, windstorms, earthquakes and cyclones; or
- b. Such damage or failure is caused by physical penetration, vandalism, damage or attack by third parties and foreign objects or agents including animal and plant life; or
- c. Such damage or failure is attributable in whole or in part to a latent or patent design defect in the structure or a component of the structure (e.g. mulch or other top covering material); or
- d. Such damage or failure is attributable in whole or in part due to the product being in contact with any sort of herbicides or pesticides; or

4. Extent of warranty

The exclusive and sole remedy for any warranty claim shall be a replacement of the product giving rise to such claim(s). In no way shall DuPont’s liability for any warranty claim be greater than the purchase price of such product. In no event shall DuPont be liable for special, indirect, incidental, consequential or any similar damages (including, without limitation, damages for loss of business profits, business interruption or any other loss), whether or not caused by or resulting from the negligence of DuPont even if DuPont has been advised of the possibility of such damages. DuPont makes no expressed or implied warranty beyond that stated above.

Weed Control products warranty overview

WEED CONTROL		
Product	Years of warranty	Required coverage for warranty
Plantex® Premium	20	Retains performance (defined as min 50% retained tensile strength) for over 20 years if topped with a min. 5 cm layer of mulch or gravel without risk of UV exposure
Plantex® Pro	25	Retains performance (defined as min 50% retained tensile strength) for over 25 years if topped with a min. 5 cm layer of mulch or gravel without risk of UV exposure.
Plantex® Gold	25 3	Retains performance (defined as min 50% of retained tensile strength) for over 25 years if topped with a min. 5 cm layer of mulch or gravel without risk of UV exposure; 3 years if not covered and exposed to sunlight* with limiting conditions.
Plantex® Platinum	35 3	Retains performance (defined as min 50% of retained tensile strength) for up to 35 years if topped with at least a 20 cm layer of soil or gravel without risk of UV exposure; Retains performance (defined as min 25% of retained tensile strength) for up to 3 years if not covered and exposed to sunlight* with limiting conditions. If Plantex® Platinum is used to control invasive or aggressive weeds (such as but not limited to Japanese Knotweed, Giant Reed, Reed, Couch Grass...), it is mandatory to cover it with min. 20 cm or more of soil or gravel without risk of UV exposure to ensure the performance of the product.
Plantex® Platinum Solar	8	Retains performance (defined as min 25% of retained tensile strength) for up to 8 years if not covered and exposed to sunlight* with limiting conditions.

*Sunlight exposure of Central Europe

There is no performance guarantee for the joints of the Plantex® Weed Control product range.

Limiting conditions for installations:

The warranty limits of 3 and 8 years are based on climate conditions of Central Europe. For countries with a higher sunlight irradiation this time frame is reduced accordingly.

Plantex® weed and vegetation control products do not prevent top-growth i.e. plants germinating in fertile conditions above the product.

Effective Date: March 1, 2018



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This limited warranty is in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Notwithstanding any of the foregoing, DuPont shall have no liability for claims arising out of negligence or that of contractors, subcontractors, distributors, or other third parties. This document replaces any previous communication in any form regarding the warranties for the DuPont® Plantex® range.

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