

# WARRANTY DISCLAIMER DUPONT™ PLANTEX® ROOTBARRIER

## 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® RootBarrier product (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 product as a root control sheet. A proper functioning as a root control material 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, unless 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 installation and product after the installation of DuPont™ Plantex® RootBarrier 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 ; or
- d. Such damage or failure is attributable in whole or in part to a latent or patent defect in the installation or selection of gardening materials or components.

### 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.

## DuPont Plantex® RootBarrier products warranty overview

ROOT CONTROL		
Product	Years of warranty	Required coverage for warranty
DuPont™ Plantex® RootBarrier	25 (from permanent installation)	Resistant against the penetration by roots of: <ul style="list-style-type: none"><li>• Trees</li><li>• Shrubs</li></ul>

There is no performance guarantee for the joints of the DuPont™ Plantex® RootBarrier.

**Effective Date: June 15, 2018**

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.

DuPont de Nemours (Luxembourg) S.à r.l.  
Rue Général Patton  
L-2984 Luxembourg  
plantexpro.dupont.com

