



## WPC DAKOTA LIVING WARRANTY 12 YEARS DAK-SHIELD and DAK-SHIELD EVO

### Annex D)

**DAKOTA GROUP S.a.s.** guarantees the products purchased for the period of validity indicated in the table on the last page of this document, under conditions of normal use.

DAKOTA GROUP Sas guarantees that the products supplied do not show any scratches or cracks on the surface, any rotten parts or damages deriving from attack by fungi or insects, under conditions of use and normal use such as flooring or surface coating, as long as they are installed and maintained in compliance with what is reported in the technical documentation and installation manuals provided by DAKOTA GROUP Sas

#### Fastening:

The guarantee is extended to fixings not supplied by DAKOTA GROUP S.a.s. as long as they are previously approved by Dakota Group S.a.s. itself and/or as indicated in the specific technical documentation provided by the buyer. The use of other types of not provided or not approved fasteners by Dakota Group S.a.s. invalidates this warranty.

#### Installation:

The warranty does not cover installation, removal or reinstallation costs, including (but not limited to) labor and transport.

The exclusive obligation of DAKOTA GROUP S.a.s. is limited to the replacement of products and DAKOTA GROUP S.a.s. with the exclusion of any other liability, except as expressly indicated in this document.

In no case DAKOTA GROUP S.a.s. will be responsible for any accidental, special, indirect or consequential damages deriving from any defects of the product supplied, including (but not limited to) damage to the property.

#### How to activate the guarantee:

Warranty coverage: if the buyer detects a defect in the product - within the period of validity of the product (see the table on the last page of this document) it must, within thirty (30) days from the discovery of the detected defect, and no later the end of the warranty period, notify it to DAKOTA GROUP Sas in written form, to the following e-mail and address, attaching relative photographic documentation:

pec@dakotagroup.com

DAKOTA GROUP S.a.s. by Zeno Cipriani & C. Via Pitagora 3 - 37010 Affi (VR) - Italy

Tel: +39 045 6284080

The buyer must include:

- the proof of the purchasing (commercial invoice and Delivery Note),
- the date of installation of the product
- the name of the person who performed the installation
- a specific declaration containing the description of the detected defect.

The buyer (or its end customer) must allow to Dakota authorized personnel to access the place where the products are installed

After the analysis phase of all the information, DAKOTA GROUP S.a.s. can declare and confirm the validity of the complaint. If DAKOTA GROUP S.a.s. will accept the complaint request, the sole responsibility of DAKOTA GROUP S.a.s. is, at its sole discretion, to replace the defective product or refund the part of the product purchased, calculated by the price paid by the buyer, based on the percentage listed at the end of the document.

**Warranty coverage exclusions: DAKOTA GROUP S.a.s. does not guarantee and is not responsible:**

#### DAKOTA GROUP SAS

##### LOGISTIC

Via Pitagora, 3  
37010 Affi - VR

##### PRODUCTION and HEADQUARTER

Via Don Cesare Scala, 55  
37020 Brentino Belluno - VR

##### CONTACTS

T: +39 0456284080  
F: +39 0456284075

www.dakota.eu  
info@dakota.eu

VAT Number IT07971400960 | Share Capital € 1.510.000,00 I.V. | Verona Chamber Of Commerce n° 07971400960 - REA Number: Verona 398568





1. Improper installation of DAKOTA GROUP S.a.s. products and/or failure to comply with the installation instructions of DAKOTA GROUP S.a.s., including, but not limited to, problems with improper sliding or sliding of the product
2. Use of products for purposes and applications not suitable for the best functional performance of the product or in an application not recommended by the installation instructions of DAKOTA GROUP S.a.s., or for purposes contrary to the municipal building regulations
3. Movement, distortion, collapse of the soil or of the support structure on which the product is installed;
4. Atmospheric phenomena or natural events (such as floods, hurricanes, earthquakes, lightning, etc.), environmental conditions (such as air pollution, mold, accumulation of dirt, etc.) or occurred, coloring by foreign substances (such as, oil, etc.)
5. Variations or color changes of the products, due to exposure to sunlight. Product WPC features are a slight color change in the first few weeks after laying, as a consequence of the natural oxidation of the lignin contained in the wood component, and the dilations of the plastic polymer component present as a percentage inside the product. These characteristics are to be considered excluded from the guarantee coverage and not specifically contested;
6. Handling or incorrect storage of the products by the buyer, by the transferee or third parties;
7. Use of fasteners not supplied by DAKOTA GROUP S.a.s.;
8. Ordinary use;
9. The only product called DAK-SHIELD is resistant to permanent stain due to food and drinks, including tea, coffee, wine, fruit juices and soft drinks, as long as:
  - a. these substances are promptly removed from the products,
  - b. they are not rubbed on the product,
  - c. they have not come into contact with other materials capable of causing a chemical reaction

DAKOTA GROUP S.a.s. does not guarantee any stains from cigarette or cigar burns or ash, paints or dyes, solvents, metal rust or other substances used abnormally

Limitations:

Dakota's liability is limited solely and exclusively to the specific obligations set out in this document, and under no circumstances will Dakota be held liable or subject to obligations with regard to any incidental, consequential, indirect, special, punitive or any other damage including (but not only), the loss of profits, the loss of sales, the loss of goodwill, the interruption or reduction of work.

Replacement Proportion:

After the original purchase date, the buyer's recovery is proportional as follows:

Product Type	Years of complain (from the purchase date)	Replacement proportion (%)
<b>DAK-SHIELD &amp; DAK-SHIELD EVO</b> <b>12 YEARS</b>	1-3	<b>100</b>
	4-6	<b>80</b>
	7-8	<b>60</b>
	9-10	<b>40</b>
	11-12	<b>20</b>

For all other conditions, please refer to the general conditions of sale of DAKOTA GROUP S.a.s. available on our paper commercial documentation, as well as on the website [www.dakotaliving.eu](http://www.dakotaliving.eu)

**DAKOTA GROUP SAS**

**LOGISTIC**

Via Pitagora, 3  
37010 Affi – VR

**PRODUCTION and HEADQUARTER**

Via Don Cesare Scala, 55  
37020 Brentino Belluno - VR

**CONTACTS**

T: +39 0456284080  
F: +39 0456284075

[www.dakota.eu](http://www.dakota.eu)  
[info@dakota.eu](mailto:info@dakota.eu)

VAT Number IT07971400960 | Share Capital € 1.510.000,00 I.V. | Verona Chamber Of Commerce n° 07971400960 – REA Number: Verona 398568

