Guarantee shall be granted for the stability of the purchased articles and it shall exclusively result in the claims specified in the following:

If the purchased articles suffer damages despite proper installation and handling under normal working conditions, TRITEC shall provide, at its own discretion, a replacement within the period of guarantee. Guarantee shall be limited to the defective metallic parts when the damage is reported within the period of guarantee. Unaffected shall remain any statutory warranty or liability claims.

The obligation of guarantee shall be inapplicable if the damage occurred in connection with faulty installation or handling of the system or in connection with extraordinary working conditions (e.g. storm damage, influence due to the instability of the subsoil, especially chemical or biological influences), unless the damage had demonstrably not been caused thereby but had essentially been due to a material or design defect. For installation and handling, the following shall be applicable for the corresponding products delivered by TRITEC: technical product descriptions and installation instructions, the statutorily prescribed or generally accepted standards and principles of architecture, as well as, possibly on a priority basis, any planning, wind suction statics tests and instructions prepared by TRITEC individually for the customer.

The TRI-FLAT mounting systems for flat roofs have been calculated with aerodynamic pressure coefficients which were ascertained by means of realistic wind tunnel studies. Since TRITEC does not have adequate knowledge of all building parameters, wind suction forces are taken into account exclusively. The required additional load carrying capacity (solar system, wind, snow, etc.) of the building and of all its parts shall be ensured by the builder/buyer himself.

There shall be no claims as far as the damage is covered or can be usually covered by an insurance against storms and similar incidents (insurance against damage by natural forces), where the damage is covered or can be usually covered by an insurance against storms and similar incidents.

This guarantee shall establish only claims of TRITEC’s customer, through whom all guarantee cases are to be handled. Third parties may only assert claims if TRITEC consents to it. Furthermore applicable shall be the General Terms and Conditions by TRITEC.

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