

Limited Lifetime Warranty of VMG Lignum LVL products

1. What is Covered under the warranty:

1.1. VMG Lignum warrants its VMG Lignum LVL products (hereinafter – Products) are manufactured in accordance with industry standards and meet legal requirements of design values, as published by VMG Lignum, provided they are stored, installed, handled, and used correctly and properly, as well as free from defects in material and workmanship.

2. Exclusions of the Warranty:

2.1. Delamination is defined as significant separation of the LVL veneers. Minor localized edge checking or edge separation does not constitute delamination covered by this warranty. This warranty does not cover the performance of Products outside the mainland territories of the U.S. and Canada (North America).

2.2. Warranty does not cover LVL Product defects, discrepancies or liability if:

- Prolonged exposure to water, including leaks, after completion of construction or extended construction delays;
- Improper storage, use, handling, maintenance, installation and/or faulty actions of the purchaser or third persons;
- Fire, floods, fungal decay or rot, natural disaster, or termite damage;
- Any defects and/or discrepancies of Products occurred due to a Force Majeure event as it is understood under the applicable laws of the Republic of Lithuania and ICC Force Majeure Long Clause 2020;
- Noncompliance with installation instructions, applicable building codes or generally accepted construction practices as well as with other information provided by VMG Lignum;
- Any alterations to the LVL after the original installation;
- Damage to the Product prior to, during, or after installation;
- Defects in the structure due to construction, installation, or manufactured sub-assembly, improper or inadequate ventilation;
- Any modifications are made to the Product (cutting, milling, drilling, glueing, coating, bending, nailing, screwing, hammering, etc.);
- Use of pressure, tropical treatments or coatings not approved by VMG Lignum (including but not limited to chemical substances, paints, varnishes, preservatives, films, coatings, etc.).

3. Claims, Inspection, Actions:

3.1. During the warranty period, the purchaser shall be entitled to submit a reasoned claim regarding the quality of the Products to VMG Lignum. Any claims regarding LVL defects under this warranty shall be sent to VMG Lignum in writing at info@vmg-lignum.eu within fourteen (14) calendar days after discovery of the Product's manufacturing defect.

3.2. Any such claim must be substantiated with sufficient and relevant evidence and include, at a minimum, the following details: name, quantity, marking of the defective Products, batch number, nature and clear description of the defects, etc. Additionally, the purchaser has to submit sufficient amount of photos proving the claim. The Products and their defects, the transport facility (vehicle) with the Products loaded (the vehicle has to be photographed from the front and back, the state registration number (licence plates), package of the Products, number of the package, Products manufacture date and other Product details have to be seen in the photos) have to be seen clearly in the photos. In case of sea (ocean) transport, the purchaser must provide additional photos of the Products that clearly show the Products on the ship (container or bulk transport), photos during the unloading of the Products, photos of the Products in the port of destination with the same details and information as indicated above, including but not limited to visible markings, packaging numbers, description of defects, etc. Failure to submit adequate documentation and evidence, as outlined herein, shall result in the rejection of the claim by VMG Lignum. VMG Lignum reserves the right to assess the validity of any claim at its sole discretion, and any claim found to be unsupported by proper evidence or outside the scope of this warranty may be denied without further obligation.

3.3. VMG Lignum must be given reasonable prior notice and opportunity to inspect the Products at the place where they are located and/or remotely before it will honour any claims under this warranty. If, after inspection and confirmation of the problem, VMG Lignum determines that there is a failure (defect) covered by the above warranty, VMG Lignum will repair or replace (at its option) the Products at its expense. The Products must be stored, handled, and installed in accordance with the VMG Lignum current published installation instructions, design specifications and other information provided by VMG Lignum. Failure to follow such instructions by the purchaser or any third party using the Products will void this warranty completely. The Products must be stored in accordance with recommended procedures and instructions of the VMG Lignum and protected from incidental exposure to moisture from whatever source and protected from direct sunlight by proper building standards and recommendations given by VMG Lignum.

3.4. VMG Lignum by himself or by his authorized person shall have the exclusive right to inspect legitimacy of the claim at the site of storage of the Products for which a claim has been made or via electronic means such as video call. In this case the purchaser shall fully cooperate and provide all necessary access, documentation, and conditions necessary for to facilitate such inspection and evaluation of the claim's legitimacy of the Products indicated in the claim.

3.5. If any defects in the Products are identified within the warranty period and it is established by VMG Lignum that such defects are covered by this warranty, VMG Lignum shall, at its sole discretion, within the reasonable time either replace the defective Products with the proper ones or indemnify the purchaser for the reasonable, documented and direct damages, provided such damages are specifically agreed upon in writing between VMG Lignum and the purchaser. In all instances, VMG Lignum and the purchaser shall act in accordance with the principles of efficiency, good faith, and fairness, with VMG Lignum retaining full discretion over the selection of replacement Products or compensation. Any compensation indicated herein shall be limited to the price of the actual disputed Products sold.

4. Disclaimer:

4.1. To the maximum extent permitted by law, the warranty indicated herein is exclusive and in lieu of any other warranty or guarantee, expressed or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose. Correction of defects in the manner and under the conditions stated above shall constitute the fulfilment of all VMG Lignum obligations and liabilities to any person with respect to the products, whether based on contract, negligence, strict liability or otherwise. No person or entity is authorized to create for VMG Lignum any other obligation or liability to any person relating to the products. In no event shall VMG Lignum be liable for any indirect, special, incidental, consequential or distant damages of any kind, whether foreseeable or not, arising from any cause whatsoever. This includes, but is not limited to, any loss of profit, revenue, business opportunities, or any damages that are remote or not directly attributable to the VMG Lignum's actions or the products.

5. Applicable law. Disputes. State Law Rights:

5.1. In cases not agreed upon in these warranty conditions VMG Lignum and the purchaser shall observe the laws of and other legal acts of the Republic of Lithuania.

5.2. In the event VMG Lignum and the purchaser cannot reach an amicable agreement, any disputes shall be settled in accordance with the applicable law of the Republic of Lithuania and under the jurisdiction of the courts in Klaipeda.

5.3. Some states or provinces do not allow limitations on how long an express or implied warranty lasts, or do not allow for the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.