

WARRANTY CONDITIONS

Subject matter of the Warranty

Plastrex Europe OÜ's (Manufacturer) warranty commitment is to provide quality engineered, full polymeric boards and products for residential use. These boards and products are to be free from manufacturing defects and are guaranteed from the date of the original purchase to:

® "Neular Craft" (Material) – 26 years	® "Neular Natural" (Laminated Material) – 5 years	® products made from "Neular Craft" / "Neular Natural" – 2 years.
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The Client is solely responsible for determining the suitability, effectiveness and safety of the Material in connection with its intended use in any particular application.

Plastrex Europe assumes warranty for the Client (the original purchaser or the owner(s) of the property) at the time of installation until expiry of the time limit specified herein. This limited warranty is not mandatory guarantee under applicable laws.

The Manufacturer Warrants

1. The Material will be free from defects that are a direct result of the manufacturing process.
2. The Material will be free from defects that have occurred under normal use and service.
3. The Material will be free from any defects that have occurred during the warranty period (listed above).
4. The Material will be free from defects that have resulted in cracking, splintering, flaking, splitting, rotting, cupping or any other defect that has occurred as a result of structural damage caused by termites or fungal decay.

Defects are in case of weather fastness and visual impairments are to be assessed according to ISO 4892-2 or via visual appearance when the human eye can detect delaminations, stains, blisters, streaks, cracks or other impairments in a microscopic evaluation at 15 x magnification.

In case any of these defects arise; it is the responsibility of the client to prove the defectiveness of the Material.

It is agreed that any activity under warranty will not result in a re-commencement of the warranty period.

Warranty Exclusions

The warranty will **not** apply in the following circumstances:

1. defects are caused by normal wear and tear;
2. the Material is improperly installed and/or the Client has failed to follow the Manufacturer's installation guidelines, including, but not limited to, improper gapping;
3. the Material is being used beyond its normal or prescribed use, or it being used in a way that is not recommended by the Manufacturer's installation guidelines and/or local building regulations;
4. distortion, movement, collapse or settling of the ground or the supporting structure on which the Material is installed;
5. the event of force majeure events (such as hurricane, earthquake, flooding, lightning, etc.), or environmental conditions (such as mould, air pollution, mildew, etc.)

6. discoloration (variations or changes in the colour of Material);
7. normal weathering of surfaces;
8. improper storage or handling, or abuse or neglect of the Material by the Client or third parties;
9. exposure to, or direct or indirect contact with extreme heat sources, including reflected sunlight from low-emissivity (Low-E) glass which may damage the surface of the product and/or cause the Material to fade;
10. any level of remanufacturing or fabrication or by a third party;
11. use of fasteners not originally supplied by the Manufacturer or improperly applied paint or other surface chemicals which are not recommended by the Manufacturer.

Obtaining Warranty Performance

If the Client discovers a defect in the Material that is covered under this Warranty during the applicable warranty period (see above), then the Client must, within thirty (30) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period, notify the Manufacturer, using the following email address: info@neular.com. Any notification shall include proof of purchase and indicate the date of detection of the defect and the description of the presumed fault; data of the defect. Failing such notification, the products shall be deemed accepted, including the defect.

Manufacturer may request additional information, should they require it. It is a further condition of this Warranty that the Manufacturer will, within a reasonable period of its receipt of such notice, be permitted to inspect the supposed defect. After reviewing all information, the Manufacturer will make a judgement regarding the validity of such a claim. If the Manufacturer determines that the Client's claim is valid, the Manufacturer will, as its prerogative, either replace the defective Material or refund a portion of the purchase price paid by the Client for such defective Material.

This warranty shall not cover and Manufacturer shall not be held responsible for any costs and expenses that are incurred in the removal of the defective Material or the installation of replacement materials. This includes labour and transportation.

Liability, term and miscellaneous

Liability of Manufacturer shall be governed by applicable statutory laws if the client asserts claim for damages based on intent of gross negligence and consequential damage and loss of profit are non-refundable. To the extent available under statutory applicable laws, liability for damages shall be limited to foreseeable, typical damage.

Plastrex Europe is entitled to cancel the warranty by giving six months' notice. Incidents attributable to the products supplied prior to the cancellation shall still be covered by warranty.

This warranty suspends any previous Manufacturer's direct or implied warranty terms and conditions in any form.