

## FREEFOAM FORTEX NATURALE GUARANTEE

Freefoam manufactured FORTEX NATURALE PVC-UE cladding products are guaranteed upon and subject to the following terms & conditions.

1. The period of the guarantee ("the Guarantee period") from the date of installation of Freefoam manufactured FORTEX NATURALE cladding products in respect to warping, splitting or cracking is 10 years.
2. The period of the guarantee ("the Guarantee period") in respect to discolouration ("the Guarantee period") from the date of installation for Freefoam manufactured FORTEX NATURALE cladding products is 10 years. The discolouration guarantee applies to defects in Freefoam FORTEX NATURALE cladding products appearing within the guarantee period which consist of discolouration which does not exceed Grey Scale 2 as measured in accordance with EN 20105-A02.
3. The guarantee will only apply:
  - If the defects are notified to Freefoam Building Products in writing within 3 months of their appearance together with proof of purchase.
  - If the Freefoam Products in question were installed and have been used and maintained in accordance with the instructions contained in Freefoam's Technical documents which are available for download from Freefoam Building Products website [www.freefoam.com](http://www.freefoam.com).
  - When fitted in a northern European climate i.e. <100 KLY.
  - To Freefoam manufactured FORTEX NATURALE cladding products installed in those countries subject to written approval.
  - Following inspection of the defects and approval by Freefoam Building Products.
4. Exclusions:
  - The guarantee does not apply to any of the following:
    - Fair wear and tear, normal aging and damage caused by external physical agents, storms, exceptional weather, accidental damage or other Force Majeure.
    - Performance outside scope of EN13245-2: 2008.
    - Any aspect of the installation of Freefoam Products.
    - The application of any coating, paint or other surface treatment will void the guarantee.
5. Freefoam Building Products liability under the guarantee is limited (at their absolute discretion) to the repair or replacement of defective materials or to the payment in cash of the original cost of the Freefoam Products in question. Freefoam Building Products will not be responsible for consequential loss of any kind. Having regard to the number of years of satisfactory use, Freefoam will contribute to the material cost in the proportion that the unexpired years of the Guarantee bear to the original Guarantee term subject to Freefoam's written agreement. Freefoam will not be liable to contribute to the cost of any such material where work is carried out prior to such agreement.
6. The guarantee will apply in the same terms to second or subsequent owners.
7. This guarantee does not affect the statutory rights of consumers.
8. The guarantee shall be interpreted only in accordance with UK Law and be subject to the jurisdiction of UK courts in respect of installations in the United Kingdom, and in accordance with Irish Law and be subject to the jurisdiction of the Irish courts in respect of installations in the Irish Republic and elsewhere. The guarantee shall be interpreted only in accordance with Irish Law and be subject to the jurisdiction of the Irish courts in respect of installations in the Irish Republic and elsewhere.
9. This guarantee is limited to end use of the products at elevations below 1800 metres above sea level.
10. These terms and conditions will apply in respect of products fitted on or after the date noted below.

Issued 06/11/23. This supersedes all previous warranties for goods fitted on or after this date.