

# WARRANTY CONDITIONS



## SUBJECT MATTER OF THE WARRANTY

Neular OÜ's (Manufacturer) warranty commitment provided for full polymeric boards and products for residential use. These boards and products are to be free from manufacturing defects and this warranty shall be valid from the date of the original purchase to:

- "Neular Craft" - 10 years
- "Neular Natural" (Material) - 5
- products made from "Neular Craft" / "Neular Natural" - 2 years.

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 taking into account the fact that the material is produced from recycled mixed plastic waste.

Neular assumes warranty for the Client (the original purchaser) 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 THAT THE MATERIAL WILL BE FREE FROM:

1. defects directly resulting from the manufacturing process;
2. defects that have occurred under normal use and service;
3. defects that have occurred during the warranty period;
4. defects that have resulted in cracking, splintering, flaking, splitting, rotting or any other defect that has occurred as a result of structural damage caused by termites or fungal decay.

The customer is aware that the material is produced from mixed plastic waste, and therefore the material may visually show surface irregularities and differences in shade caused by production method. The material may also differ in measurements up to 5% in all dimensions. These irregularities shall not be deemed to be defects.

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 delamination, 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. the Client has purchased Class-II material where the manufacturing process or the composition of the mixed plastic waste has resulted in differences in the material that do not, however, alter the physico-chemical properties of the material;
2. defects are caused by normal wear and tear;
3. the material has been broken, improperly installed, stored, handled and/or the Client has not followed the manufacturer's installation or maintenance instructions, including, but not limited to, improper gapping;
4. normal weathering of surfaces (differences or changes in the colour of the material);
5. distortion, movement, collapse or settling of the ground or the supporting structure on which the Material is installed;

6. the Material is being used beyond its normal or prescribed use, or in a way not recommended by the Manufacturer's installation guidelines and/or local building regulations;
7. the event of force majeure events (such as hurricane, earthquake, flooding, lightning, etc.), or environmental conditions (such as mould, air pollution, mildew, etc.)
8. 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;
9. remanufacturing or fabrication, including done by a third party;
10. 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](mailto: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. It is a further condition of this Warranty that the Manufacturer may, within a reasonable period of the receipt of such notice, 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.

