

## LIMITED 25 YEAR MANUFACTURER'S WARRANTY AGAINST PRODUCT DEFECT

### What is Covered

**SuperFOIL** warrants to the owner of a building in the UK in which the warranted **SuperFOIL** products are installed, for twenty-five (25) years after installation, that its listed products, when installed under normal conditions to a design approved by the manufacturer only in accordance with **SuperFOIL** Manufacturers Guidelines ("intended use"), will maintain without degradation, the original product composition as specified in the **SuperFOIL** product data sheets existing on the date of sale. Products must have been installed within six months after the date of sale to be covered by this warranty.

If the **SuperFOIL** products do not conform to this warranty, **SuperFOIL** will, at its own election, redeliver the product with like quantities delivered to the original point of delivery, or refund the original purchase price of the product.

The warranty requires the return of any defective product directly to Boulder Developments Ltd.

Proof of purchase is required.

"The Owner" is defined as the owner of a building or structure incorporating the **SuperFOIL** products at the time the warranty claim accrues. A "listed product" is a **SuperFOIL** product whose product packaging or specification data sheet states that the product is covered by the Limited 25-Year Warranty issued by **SuperFOIL**.

The replacement of a faulty product within the warranty period remains at the discretion of Boulder Developments Ltd

**SuperFOIL** is a Trading name of Boulder Developments Ltd.

### **What is Not Covered.**

Except for the commitments outlined above Boulder Developments Ltd will not be liable for any direct or indirect, incidental, consequential or other types of damages.

The Warranty does not cover any damage or change to **SuperFOIL** products resulting from the following:

- Fair wear and tear
- Misuse or abuse
- Damage by mishandling or improper storage
- In Transit Damage
- Force of nature i.e. Flood, Earthquake, Lightning Strike, High Winds,
- Damaged caused by rodents or other animal infestation
- Damage caused by accident, disaster, water or fire
- Damage caused by improper installation
- Failure of other system components

See additional Exclusions and Limitations below.

### **Claims Process**

The owner, within 90 days after it or its representatives knew or should have known information suggesting a possible warranty claim, shall provide written notice to **SuperFOIL**, at the appropriate address below, including a full statement of the owner's identity, building location, product description and all other relevant information. With the written notice, the Owner must provide documentary evidence as to date of sale and installation including, for example, sales receipts. Failure to initiate the claim in this manner and within this timeframe voids this warranty.

### **Sampling and Testing**

All sampling and testing of **SuperFOIL** products subject to a claim under this warranty must be conducted in accordance with the prescribed methods from **SuperFOIL** and in the presence of a **SuperFOIL** representative, with 30 days written advance notice to **SuperFOIL** of the time of testing. All sampling and testing costs incurred by claimant in connection with a claim under this warranty are the sole responsibility of the claimant. **SuperFOIL** shall be entitled to split samples at its own expense.

## **EXCLUSIONS and LIMITATIONS**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, **SuperFOIL** EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY OTHER WARRANTIES ARISING BY LAW, OTHER AGREEMENT, USAGE OF TRADE, OR COURSE OF DEALING, EVEN IF **SuperFOIL** HAS KNOWLEDGE OF HOW THE PRODUCT IS TO BE USED.

**SuperFOIL** SHALL NOT BE LIABLE TO THE OWNER FOR ANY INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, FOR INSPECTION, RECEIPT, TRANSPORTATION AND CARE AND CUSTODY OF GOODS RIGHTLY REJECTED.

**SuperFOIL** SHALL NOT BE LIABLE TO THE OWNER FOR ANY CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS IN REAL ESTATE OR OTHER PROPERTY VALUE, ARCHITECT OR ENGINEER FEES, CONTRACTOR OR LABOR COSTS TO REMOVE AND/OR REPLACE THE PRODUCTS, AND LOSSES OR COSTS FROM EXTRA HEATING OR COOLING REQUIREMENTS.

**SuperFOIL** SHALL NOT BE LIABLE TO ANYONE BESIDES THE OWNER, AS DEFINED HEREIN, FOR ANY OTHER DAMAGES OR AMOUNTS.

THE ABOVE WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY AGAINST PRODUCT DEFECT MADE BY **SuperFOIL** AND DOES NOT NEGATE THE LIMITED WARRANTY FOUND IN THE **SuperFOIL** TERMS & CONDITIONS OF SALE. **SuperFOIL** AGGREGATE LIABILITY ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE RELEVANT **SuperFOIL** PRODUCT.