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1 Scope of the Warranty

- 1.1 This Warranty is provided by Medite Europe Limited (hereinafter "MEDITE", which expression shall include its successors or assigns) and applies exclusively for MEDITE® TRICOYA® EXTREME product of MEDITE, meaning the raw panel or substrate (hereinafter "MEDITE TRICOYA EXTREME"), as herein provided.
- 1.2 MEDITE warrants that from the date of delivery of the MEDITE TRICOYA EXTREME as stated on its invoice (hereinafter the "**Date of Delivery**"), that the MEDITE TRICOYA EXTREME shall comply with its specification (at the Date of Delivery), as contained on its web-site: www.meditetricoya.com or as otherwise provided by MEDITE and shall remain free of Material Damage (as defined in paragraph 2 below) from the Date of Delivery of the MEDITE TRICOYA EXTREME for a period of:
- (a) 50 years when the MEDITE TRICOYA EXTREME is used in use classes 1,2 and 3 as defined in EN 335-1-2006 (the British adopted European Standard, which is available on the British Standard's Institution web-site), or
 - (b) 25 years when the MEDITE TRICOYA EXTREME is used in use class 4 as defined in EN 335-1-2006.

2. Definition of Material Damage

- 2.1 For the purpose of this Warranty, MEDITE TRICOYA EXTREME shall be deemed to have suffered Material Damage if it is shown that in ordinary course of use:
- (a) MEDITE TRICOYA EXTREME has been materially damaged by fungal decay (for the purposes of this Warranty fungal decay shall mean and be limited to decay caused by fungal the species (i) *Coniophora puteana*, (ii) *Gloeophyllum trabeum*, (iii) *Pleurotus Ostreatus* and shall not include common surface mold, mildew or any other organism, bacteria or fungi); or
 - (b) the maximum swell or shrinkage in one direction is greater than 2.5% during the ordinary course of use; and
 - (c) in the case of both (a) and (b) above, such that the MEDITE TRICOYA EXTREME does not perform its intended function.

For the purpose of paragraph 2.1 (b) above, swelling and shrinkage can only be validated by removal and testing that the shrinkage or swell is greater than 2.5% from fully saturated to oven dry according to standard tests (details of which are available from MEDITE), performed by an independent research institute approved in writing by MEDITE.

3. Remedy

MEDITE shall, at its sole option, either replace, repair or compensate for any MEDITE TRICOYA EXTREME which has suffered vouched Material Damage from the Date of Delivery until the expiry of the appropriate period as set out at paragraph 1.2 above. Any remedy as provided in this Clause 3 shall be limited to a maximum of the value of the original MEDITE invoice for the MEDITE TRICOYA EXTREME utilised.

4. Exclusions of Remedy and Warranties

- 4.1 MEDITE shall under no circumstances be liable, whether in contract, tort (including negligence), breach of duty (whether statutory or non-statutory) or otherwise, for any incidental, economic, exemplary, special, punitive or consequential losses or damages, whether direct or indirect, howsoever arising.
- 4.2 The statements in this Warranty constitute the only warranties and assurances given by MEDITE and all other express or implied warranties and assurances, including any implied warranties and assurances of merchantability or fitness for a particular purpose are herein expressly excluded (to the extent that such can be lawfully excluded).

5. Conditions

This Warranty shall be subject to the following terms and conditions:

- 5.1 Claims must be made in writing to MEDITE within 30 days after discovery of suspected Material Damage, and must be accompanied by this certificate of Warranty, a copy of the relevant invoice(s), a statement identifying the location and describing the suspected Material Damage together with photographs showing the suspected Material Damage.
- 5.2 MEDITE reserves the right to inspect the suspected Material Damage in situ prior to the authorisation by MEDITE, in its sole discretion, of any repair, replacement or compensation. From the date a potential claim is detected, the claimant must take all reasonable steps to protect the MEDITE TRICOYA EXTREME from further Material Damage.
- 5.3 MEDITE TRICOYA EXTREME must be stored, installed, handled and/or used (to include its cladding board and panel applications) in accordance with MEDITE's written instructions (as contained on its web-site: www.meditetricoya.com or as otherwise provided by MEDITE) and in accordance with all certification bodies codes and building codes adopted by federal, central, state or local governments or government agencies and applicable to the installation. Failure to install MEDITE TRICOYA EXTREME in accordance with MEDITE's written instructions will invalidate this Warranty.
- 5.4 This Warranty does not cover the costs associated with removal of damaged MEDITE TRICOYA EXTREME or installation of replacement MEDITE TRICOYA EXTREME wood or any remanufacturing costs.
- 5.5 Failure to follow the procedure in this Clause 5 may invalidate any claim under this Warranty.

6. Exclusions

This Warranty does not cover:

- 6.1 Any use of the MEDITE TRICOYA EXTREME in the relevant use class that contravenes the requirements set out in EN 335-1-2006. Where the end product does not comply with the established norms for water drainage or water evaporation or is positioned less than 20 cm above ground it shall be deemed to be class 4 and the 25 year warranty will apply.
- 6.2 Any contact between MEDITE TRICOYA EXTREME and liquids that have a pH higher than 9;
- 6.3 Any continual contact between MEDITE TRICOYA EXTREME exposed to salt and brackish water (use class 5 according to EN 335-1-2006);
- 6.4 Any MEDITE TRICOYA EXTREME subsequently modified or impregnated, for example by chemical treatments, without the prior written approval of MEDITE;

- 6.5 Damage or defects resulting from or in any way attributable to:
- (a) improper storage, handling, installation or use of the MEDITE TRICOYA EXTREME, including but not limited to any damage where MEDITE's written instructions have not been followed;
 - (b) misuse, neglect, alteration or abuse of the MEDITE TRICOYA EXTREME;
 - (c) settlement or structural movement and/or movement of materials to which the MEDITE TRICOYA EXTREME is attached;
 - (d) damage from incorrect design of any structure or where the maximum designed wind loads are exceeded for any structure;
 - (e) finishes as applied to MEDITE TRICOYA EXTREME;
 - (f) acts of God, such as hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena; or
 - (g) any cause other than manufacturing defects attributable to MEDITE.
- 6.6 MEDITE TRICOYA EXTREME stored, installed, handled and/or used (to include its cladding board and panel applications) in the jurisdictions of the United States of America and/or Canada.

7. Notices

Any notices or communications to be given pursuant to this Warranty shall be in writing and shall be deemed duly given or made, if delivered by hand or sent by registered post to the registered office address or principal place of business or residence and for the attention of the Company Secretary (or such other relevant person or party if there is no such Company Secretary). Every notice or communication given in accordance with this clause shall be deemed to have been received, the day of delivery, if delivered by hand and duly receipted OR 7 days after posting by registered post, whichever is applicable. Where such notice or communication is deemed to be given or made outside normal working or business days, such notice or communication shall be deemed to be given or made at the start of the next working or business day.

8. Governing Law and Disputes

This Warranty is governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland or to arbitration, at the discretion of MEDITE.

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www.meditetricoya.com
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