

## Medite® Tricoya®- Certificate of Warranty

(Worldwide excluding United States of America and Canada)

01/12/2011

### 1 Scope of the Warranty

- 1.1 This Warranty is exclusive to the original purchaser of Medite®Tricoya® MDF from Medite Europe Limited ("Medite") and is non-transferrable or assignable to any other person.
- 1.2 Medite warrants that at the date of delivery as stated on the invoice, Medite Tricoya MDF shall be in accordance with its specification as contained on our web-site:  
[www.meditetricoya.com](http://www.meditetricoya.com)
- 1.3 In addition, Medite warrants that Medite Tricoya MDF shall remain free of Material Damage (as defined in paragraph 2 below) from the date of delivery of the Medite Tricoya MDF as stated on the invoice to:
  - (a) 50 years from the date of delivery when the Medite Tricoya MDF 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), and
  - (b) 25 years from the date of delivery when the Medite Tricoya MDF is used in use class 4 as defined in EN 335-1-2006.

In relation to the time period in 1.3 (b), provided that 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 a 25 year warranty will apply.

### 2. Definition of Material Damage

- 2.1 For the purpose of this Warranty, Medite Tricoya MDF wood shall be deemed to have suffered Material Damage if it is shown that in ordinary course of use:
  - (a) Medite Tricoya MDF 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 MDF 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, replace, repair or compensate by cash payment any Medite Tricoya MDF which has suffered Material Damage from the date of delivery until the expiry of the periods as set out at paragraph 1.3 above. Any cash compensation shall be limited to a maximum of the value of the original invoice for the Medite Tricoya MDF wood purchased.

### **4. Exclusions of Remedy and Warranties**

4.1 Medite shall under no circumstances whatever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any incidental, economic, exemplary, special, punitive or consequential damages, whether direct or indirect, howsoever arising.

4.2 The statements in this Warranty constitute the only warranties and other 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 (save where arising under applicable product warranty laws that cannot be lawfully disclaimed) are expressly 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 original certificate of Warranty, copies of the relevant invoice(s), a statement describing the suspected Material Damage and 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 financial compensation. From the date a potential claim is detected, the claimant must take all reasonable steps to protect the Medite Tricoya MDF from further Material Damage.

5.3 Medite Tricoya MDF must be stored, installed and/or used in accordance with Medite's written instructions 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 MDF 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 MDF or installation of replacement Medite Tricoya MDF wood or any remanufacturing costs.

5.5 Failure to follow this procedure may invalidate any claim under this Warranty.

### **6. Exclusions**

This Warranty does not cover:

6.1 Any use of the Medite Tricoya MDF 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 MDF and liquids that have a pH higher than 9;
- 6.3 Any continual contact between Medite Tricoya MDF exposed to salt and brackish water (use class 5 according to EN 335-1-2006);
- 6.4 Any Medite Tricoya MDF 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 MDF, 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 MDF;
  - (c) settlement or structural movement and/or movement of materials to which the Medite Tricoya MDF is attached;
  - (d) damage from incorrect design of any structure or where the maximum designed wind loads are exceeded for any structure;
  - (e) acts of God, such as hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena; or
  - (f) any cause other than manufacturing defects attributable to Medite.

## **7. Geographical coverage**

This warranty applies to Medite Tricoya MDF purchased from Medite in all countries world-wide, save for the United States of America or Canada.

## **8. Contact**

You may contact Medite by writing to the Director, Operations at the address shown on page 1 of this Warranty

## **9. Governing Law and Disputes**

This Warranty is governed by the laws of Ireland and any disputes relating to this Warranty shall be subject to the exclusive jurisdiction of the courts of Ireland or to arbitration at the discretion of Medite.

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