



LIMITED
WARRANTY



PURA TECH Warranty Terms

(Only for the PURA TECH products, not applicable to other products and accessories.)

1. Limited warranty

1.1 PURA Composites Ltd (“ warrants to the original purchaser (“ that, for the period of 15 years from the date of original purchase for a residential application, and 5 years from the date of original purchase for a commercial application, under normal use and service conditions that PURA Composites Ltd products shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. If a Purchaser discovers a defect in the PURA Composites product within the warranty period, the Purchaser shall notify PURA Composites Ltd in writing to the following email address info@puracomposites.ie.

1.2 Private use: refers to installation in a private residence

1.3 Public application: all use cases except private residences

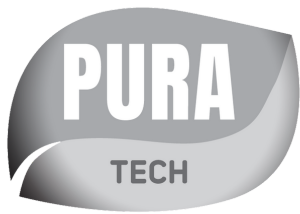
2. General terms, special terms and restrictions

2.1 This warranty shall not cover and PURA Composites Ltd shall not be responsible for costs and expenses incurred with respect to the removal of defective PURA Composites products or the installation of replacement materials, including but not limited to labour and delivery. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.**

2.2 If PURA Composites Ltd determines the Purchaser’s claim is valid upon confirmation by an authorized PURA Composites Ltd representative of the defect, PURA Composites Ltd sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item, as set out below (not including the cost of its initial installation or delivery)

2.3 Warranty Ratio

If a valid warranty claim is made during the valid warranty period after the original purchase date, then the Purchaser’s recovery will be prorated as indicated below. If PURA Composites Ltd is providing replacement materials, it may elect to replace the percentage listed below of PURA Composites Ltd products if PURA Composites Ltd is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of the products.

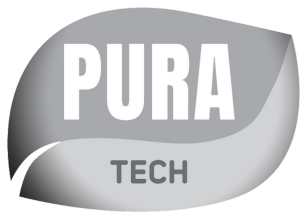


- Solid product warranty payout ratio (%) = (product remaining warranty period ÷ product warranty period) × 100
- Hollow product warranty payout ratio (%) = (product remaining warranty period ÷ product warranty period) × 80

2.4 Warranty transfer: for residential applications this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the PURA Composites Ltd products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the PURA Composites Ltd products were originally installed.

2.5 Pura Composites Ltd. does not assume any responsibility for product problems caused by the following reasons.

- 1) Improper installation or installation according to the installation guide of Pura Composites range. Including but not limited to improper reserved size, gap size, drainage system, joist installation, incorrect fitting use, etc. ;
- 2) Use beyond the scope of application of the product, or fail to follow the guidelines of Pura Composites Ltd. and comply with local building regulations.;
- 3) Any uncontrollable factors: such as floods, hurricanes, earthquakes, lightning strikes, wars, etc.;
- 4) Application of surface treatments or other chemical substances including but not limited to paints, stains, cleaners, coatings or pesticides. ;
- 5) Color deviation, fading, spotting, staining or other discoloration, deformation, or small cracks caused by normal weathering, mold, mildew, or other fungal growth, organic materials, or other environmental pollutants and foreign substances. ;
- 6) Defects caused by improper use, improper storage and improper loading and unloading of the product by the purchaser, the transporter or any other third party. ;
- 7) Fragmentation and damage caused by man-made or hard objects. ;
- 8) The transferee or third parties;
- 9) any products that have not been paid in full;
- 10) ordinary wear and tear.



2.6 No person or entity is authorized by PURA Composites Ltd to make and PURA Composites Ltd shall not be bound by any statement or representation as to the quality or performance of PURA Composites Ltd products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by PURA Composites Ltd and Purchaser.

3. Legal Terms

3.1 DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HERE IN, PURA COMPOSITES LTD MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION. UNDER NO CIRCUMSTANCES WILL PURA COMPOSITES LTD BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND PURA COMPOSITES LTD LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

The exclusion or limitation of incidental or consequential damages is not allowed in some nations, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from nation to nation. Consumers have legal rights under applicable national legislation governing the sale of consumer goods. This warranty does not affect those rights.