

## **UPM ProFi® Deck 150 Guarantee for Special Projects and/or Harsh Environments**

### **Definitions**

- i. The "Manufacturer" refers to UPM-Kymmene Corporation or its Affiliates i.e. any entity controlling, controlled by, or under common control of UPM-Kymmene Corporation, which has manufactured the Product.
- ii. The "Product" refers to UPM ProFi Deck 150 products produced by the Manufacturer.
- iii. The "Project" refers to a specified large scale project, for which the Supplier has applied for and received specific approval in writing from the Manufacturer as to the suitability of the Product.
- iv. The "Harsh Environment" refers to other than typical European climate conditions, especially hotter climates and areas with higher UV levels in countries south of 43<sup>rd</sup> latitude northern hemisphere and/or high altitude locations  $\geq 1000$  m above sea level.
- v. The "Supplier" refers to the company who purchased the Product from the Manufacturer and sold it for use in the Project and/or Harsh Environment.
- vi. The "Installer" refers to the customer of the Supplier responsible for installing the Product in the Project and/or Harsh Environment.

### **I Beneficiary**

The beneficiary referred to in this Guarantee is the Supplier.

### **II Guaranteed Defect**

The Guarantee covers defects in the Product, if the Product, as a result of product design and / or production process failures, has become structurally unfit for the normal residential decking end use due to rotting, warping or damage caused by fungal decay (hereinafter the "Guaranteed Defect").

### **III Guarantee Period**

This Guarantee is valid for 5 years from the Manufacturer's invoice date (the "Guarantee Period"). This Guarantee does not apply to any Guaranteed Defects which appear or are notified by the Supplier after the expiry of the Guarantee Period.

If, by virtue of this Guarantee, the Product is repaired or a new Product is delivered to the Supplier in replacement, the Guarantee Period shall not be extended, but the Guarantee applies to the repaired or re-delivered Product until the end of the original Guarantee Period.

#### **IV The liabilities of the Manufacturer and Supplier under this Guarantee**

The Manufacturer undertakes

- (a) to replace a defective Product supplied under this Guarantee by a new Product and to compensate the Supplier the direct transfer and warehousing costs incurred through such repair or replacement
- (b) or alternatively, the Manufacturer may, at its discretion, give the Supplier instruction to repair the Guaranteed Defect. In these cases the Manufacturer undertakes to compensate to the Supplier the direct repair costs (consisting of work, raw material and travel and adjustment expenses) incurred by the Supplier, provided that the cost estimation has been approved by the Manufacturer in advance.

This Guarantee does not involve any other liabilities for the Manufacturer than the measures expressly indicated in this Guarantee, considering also the limitations established in this Guarantee.

The Supplier undertakes to

- (a) manage all communication with the Installer concerning any claim relating to the Product
- (b) take all reasonable steps to assess the validity of any claim relating to the Product
- (c) ensure the procedures set out in the Guarantee are followed and provide the Manufacturer with all necessary information to assess the validity of the claim
- (d) inform the installer about recommendations and instructions of the Manufacturer on installation and regular maintenance and to hand over the invoice, sales note and installation instructions.

#### **V Detection of defects**

The Supplier is responsible for ensuring that the Installer of the Product is obliged to

- (a) conduct an acceptance inspection for the faultless quality of the Product, and refrain from installing the product if in the Installer's opinion, there is a defect in the Product
- (b) immediately or within a maximum period of three (3) weeks from the date when the Guaranteed Defect was found, notify the Supplier of the Guaranteed Defect in writing attaching the following
  - a. The original purchase invoice or other proof of purchase as well as an acceptance report for the installer services
  - b. A list of the number of pieces and the size of each piece for which the claim is made
  - c. The batch / pack number and the reference codes printed along the grooves of the defective Product (decking boards only).
  - d. Pictures showing the issue of damage from all angles and pictures of entire deck overview
- (c) retain the defective Product, prevent further damage and give the Supplier and/or the Manufacturer an occasion to inspect the Product
- (d) prove that the Product is defective and the defect is regarded as Guaranteed Defect.

## **VI Instructions on the handling and use of the Product**

This Guarantee shall only apply when the following procedures as to the handling and use of the Product are observed:

- (a) The installation of the Product has been carried out in accordance with the provisions, instructions and recommendations given by the Manufacturer and in accordance with any local or national building regulations or standards.
- (b) The periodical maintenance of the Product has been carried out according to the Manufacturers' instructions.
- (c) All repairs, if any, shall be carried out in accordance with the Manufacturer's provisions and instructions.
- (d) The Manufacturer has been entitled to inspect upon its request the installation of the Products during the whole Guarantee Period.

This Guarantee shall only apply when the Supplier is able to demonstrate to the Manufacturer, (and the Installer to the Supplier), that the Manufacturer's instructions about installation and/or maintenance have strictly been followed.

## **VII Limitation of liabilities under Guarantee**

Guarantee claims shall not be made or accepted on the basis of defects of the Product that are due to:

- (a) the disregard of recommendations received from the Manufacturer and/or professional standards of the trade,
- (b) faulty maintenance, installation, storage, erection, repair or modifications made without the Manufacturer's approval,
- (c) mechanical damage brought about before or after installation (e.g. impacts, stripes, scratches, abrasion, vandalism),
- (d) possible alteration of shape or other modifications of the Product by the user, unless specifically permitted by the Manufacturer's installation instructions,
- (e) colour variations or fading and normal wear and tear of the Products,
- (f) unexpected or extraordinary events, including but not being limited to war, uprising, flood, hurricane, earthquake, nuclear radiation, fire or explosion,
- (g) use of the Product under (or subjected) to abnormal use or extreme weather conditions,
- (h) an intentional or negligent act or default by the Supplier or a third party.

The Manufacturer shall not under any conditions be liable for indirect, consequential, unexpected or extraordinary damages incurred by the Supplier, Installer or third party as a result of a guaranteed or other defect in the Product.

The Guarantee shall be the sole Guarantee, warranty and responsibility of the Manufacturer in respect of the Products for use in Projects and/or Harsh Environments. Any other warranties and responsibilities, whether expressed or implied, are expressly disclaimed and excluded.

**VIII Other terms of agreement**

The Manufacturer reserves the right to amend this Guarantee without prior notice or obligation. The amended Guarantee applies to deliveries made and invoiced after the amended Guarantee has come into force.

This Guarantee shall only be applicable in favour of the Supplier. This Guarantee cannot be transferred to a third party without the written consent of the Manufacturer.

This agreement shall be governed by and construed in accordance with the laws of Finland. All disputes arising out of or relating to this agreement shall be resolved in arbitration in accordance with the Arbitration Rules of Finnish Central Chambers of Commerce. The arbitration proceedings shall be held in Helsinki, Finland. The language of the arbitration proceedings shall be English.

The Manufacturer shall not be liable for any obligations or terms and conditions agreed between the Supplier and Installer.

The Guarantee is a confidential agreement between the Manufacturer and the Supplier. Neither party may disclose the details or information concerning the existence of this agreement to a third party without the express permission of the other party.

For & On the Behalf of the Manufacturer

For & On the Behalf of the Distributor

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Date & Place

Date & Place

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