

UPM ProFi Patio Distributor Guarantee Agreement

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 Patio products produced by the Manufacturer.
- iii. The "Consumer" refers to the consumer of the Product for a normal residential decking end use.
- iv. The "Distributor" refers to the distributor company who purchased the Product from the Manufacturer and sold it either to the Consumer or to a third party who can prove through purchase and sales documentation, a direct chain to the Consumer making a claim under the Guarantee.
- v. The "Guarantee" refers to the UPM ProFi Patio Consumer Guarantee as described in Appendix 1.

I Agreement

The Manufacturer and the Distributor agree to jointly operate the UPM ProFi Patio Consumer Guarantee programme.

II Responsibilities of the Manufacturer

The Manufacturer accepts liability for claims against defective Product made by Consumers as set out in the attached Consumer Guarantee, except when the guaranteed defect is a result of the Distributor's actions, omissions, negligence or other reasons beyond the Manufacturer's control, including but not limited to, the Distributor's failure to carry out its responsibilities as listed below (III Responsibilities of the Distributor).

The Manufacturer undertakes to assess as soon as practically possible any claim made by a Consumer to the Distributor under the Guarantee, and to provide all reasonable support to the Distributor in handling the claim.

If the claim is accepted by the Manufacturer according to the terms of the Guarantee, the Manufacturer, at its own discretion, will promptly either

- (a) deliver to the Distributor free of charge the replacement Product or
- (b) credit the Distributor with the value of the replacement Product at the current replacement price levels

III Responsibilities of the Distributor

The Distributor undertakes to

- (a) handle, store and transport the Product in accordance with the Manufacturer's recommendations and recognised good practice,
- (b) advise the Consumer of the Manufacturer's recommendations and instructions concerning installation and periodic maintenance,
- (c) manage all communication with the Consumer concerning any claim made under the Guarantee,
- (d) take all reasonable steps to assess the validity of any Claim made by a Consumer under the Guarantee,
- (e) 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,
- (f) upon acceptance of the claim by the Manufacturer, to deliver free of charge to the Consumer the agreed amount of replacement Product.

The Guarantee is the sole guarantee and warranty of the Products given by the Manufacturer. The Manufacturer shall not be liable for any additional guarantees, warranties or terms and conditions as given by the Distributor or agreed between the Distributor and the Consumer in respect of the Products.

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.

For & On the Behalf of the Manufacturer

For & On the Behalf of the Distributor

Date & Place

Date & Place

Appendix 1: UPM ProFi Patio Consumer Guarantee

Definitions

- vi. 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.
- vii. The "Product" refers to UPM ProFi Patio products produced by the Manufacturer.
- viii. The "Consumer" refers to the consumer of the Product for a normal residential decking end use.
- ix. The "Supplier" refers to the distributor company who purchased the Product from the Manufacturer and sold it to the Consumer, or in case that a clear chain can be shown through purchase and sales documentation, the final distributor company who sold the Product to the Consumer.

I Beneficiary

The beneficiary referred to in this Guarantee is the Consumer of the Product providing that he/she

- i. is domiciled within the territory of the European Union or Switzerland,
- ii. has proof of purchase in the form of a Supplier's receipt (or other such evidence of purchase).

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 10 years from the Supplier's invoice date (the "Guarantee Period"). This Guarantee does not apply to any Guaranteed Defects which appear or are notified by the Consumer to 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 Consumer 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 to procure that the Supplier will supply new Product to the Consumer in place of any Product shown to have the Guaranteed Defect. This Guarantee does not involve any other liabilities (such as installation, removal or reinstallation, replacement of or damage to other products than the Products due to Guaranteed Defect) for the Supplier or the Manufacturer than the measures expressly indicated in this Guarantee, considering also the limitations established in this Guarantee.

V Detection of defects

The Consumer is obliged to conduct an acceptance inspection for the faultless quality of the Product. If, in the Consumer's opinion, there is a defect in the Product, the defective Product must not be installed. The Consumer shall immediately or within a maximum period of two (2) months from the date when the Guaranteed Defect was found, notify the Supplier (see Supplier contact details at the end of the Guarantee) of the Guaranteed Defect in writing attaching the following:

- (a) The original purchase invoice or other proof of purchase
- (b) A list of the number of pieces and the size of each piece for which the claim is made
- (c) Pictures showing the issue of damage from all angles and pictures of entire deck overview

The Consumer has also the obligation to retain the defective Product, prevent further damage and give the Supplier and/or the Manufacturer an occasion to inspect the Product.

It is the Consumer's duty to 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 Consumer has carried out the periodical maintenance of the Product according to the Manufacturers' instructions.
- (c) All repairs, if any, have been carried out in accordance with the Manufacturer's provisions and instructions.
- (d) The Supplier and/or Manufacturer has been entitled to inspect upon its request the installation of the Products during the whole Guarantee Period.

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 not made in accordance with the Manufacturer's instructions and / or recommendations,
- (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 Consumer, 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 or other natural disaster, fire or explosion,

- (g) use of the Product under (or subjected) to abnormal residential use or weather conditions,
- (h) an intentional or negligent act or default by the Consumer or a third party.

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

The absolute maximum liability of the Manufacturer by virtue of this Guarantee equals to that percentage of the purchase price paid by the Supplier for the defective Product, listed on the prorated warranty schedule.

Prorated Warranty Schedule	
Years since purchase	Percent defective material covered
1 - 5	100 %
6	80 %
7	60 %
8	40 %
9	20 %
10	10 %
> 10	0%

The Guarantee shall be the sole guarantee and warranty of the Manufacturer in respect of the Products.

VIII Other terms of agreement

The Manufacturer reserves the right to amend the terms of the Guarantee from time to time. The amended Guarantee applies to the Products purchased after the amended Guarantee has come into force.

This Guarantee shall be governed by the laws of Finland (and mandatory legislation of the Consumer's domicile). Any disputes arising from this agreement shall be settled by the general court of first instance of the Supplier's domicile.

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

This Guarantee is provided in addition to national statutory consumer rights and does not affect or limit them in any way.



The Biofore
Company

6(6)

Supplier's name and address for Consumer contact. (This Guarantee is not valid without the Supplier's stamp)

UPM-Kymmene Corporation, (UPM ProFi Deck), P.O. Box 203, FI-15141 Lahti, Finland