



- 1. WARRANTY APPLICATION:** The Manufacturer warrants that PolyKing Insulation (the Product) is fit for the purpose of insulating under floors according to the products' stated purpose.
- 2. WARRANTY COVERAGE:** The PolyKing warranty applies only to the original purchaser of the product (The Purchaser) to the extent that:
 - a. The Product has no manufacturing defects apparent for a period of 50 years, from the date of it's original purchase
 - b. The product can be expected to maintain its thermal insulation properties for a period of 50 years from the date of purchase.
- 3. CONDITIONS OF WARRANTY:** The Manufacturer's liability to the purchaser under this warranty shall be subject to the following terms and conditions:
 - a. The product must have been properly installed in accordance with PolyKing Installation instructions, used for its intended purpose, and maintained in dry conditions
 - b. In the event of a breach of this warranty The Manufacturer may at its sole discretion offer a full refund of the purchase price of the product rather than repairing or rectifying the defective product
 - c. The product must have been kept dry through both transport and storage and must not have been compressed.
 - d. The claimant must provide written proof of purchase and make a written claim either within 30 days after the defect would have become reasonably apparent and before carrying out any remediation of the defect or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation. The claimant must provide details of the installer.
 - e. This warranty does not apply where the product has been used in any manner not in accordance with the relevant PolyKing literature current at the time of installation and under normal conditions of dry internal use, nor the reuse of the product after its initial installation
 - f. Before commencing any remediation of the defective insulation the purchaser must allow The Manufacturer (if requested) access to inspect the defective material.
 - g. This warranty applies only to the purchaser and does not transfer to any subsequent owner of the property in which the product has been installed.
- 4. EXCLUSIONS:** The Manufacturer will have no liability under this Warranty for damage or defects resulting from:
 - a. Improper shipping, handling, storage or installation of the product
 - b. Carelessness, mishandling or mistreatment
 - c. Lack of maintenance
 - d. Growth of fungi, mould, bacteria, mildew
 - e. Infestation or pestilence
 - f. Acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions.
- 5. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** Under this warranty The Manufacturer shall not be liable for any incidental or consequential damages arising from the failure or use of insulation. Any monetary compensation is limited to the purchase price of the insulation.

Nothing in this document shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act or otherwise which cannot be excluded or modified at law.