



Sustainaboard Terms of Warranty

1. Sustainaboard UK Limited (SBUK) warrants to the original purchaser ("Purchaser") that, for the period of 25 years from the date of original purchase, under correct fitting (as per our data sheet), normal use and service conditions that: Sustainaboard shall not rot, warp or degrade.
2. If a Purchaser discovers a defect in the Sustainaboard product within the warranty period, the Purchaser shall notify Sustainaboard UK Limited, in writing to the following email address: info@sustainaboard.co.uk, including purchase date and invoice number.
3. Sustainaboard UK reserves the right to request additional information in connection with the warranty claim.
4. If Sustainaboard UK determines the Purchaser's claim is valid upon confirmation by an authorized Sustainaboard representative of the defect, Sustainaboard UK's sole responsibility shall be to replace the defective item and SBUK shall not be responsible for costs and expenses incurred with respect to the removal of defective 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.
5. Warranty is not transferable
6. SBUK does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of our product and/or failure to abide by SBUK's installation guidelines, including but not limited to improper gapping; (2) use of Sustainaboard products beyond normal use and service conditions, or in an application not recommended by Sustainaboard's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Sustainaboard products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mould, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains); (5) improper handling, storage, abuse or neglect of Sustainaboard products by Purchaser, the transferee or third parties; (6) any products that have not been paid in full; or (7) ordinary wear and tear.
7. This warranty may not be altered or amended except in a written statement signed by Sustainaboard and Purchaser.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, SBUK 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 SBUK 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 SBUK'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS AS DESCRIBED ABOVE.

