

Limited Residential Warranty

eco-Profil N.V. (hereinafter "eco-Profil") warrants to the original consumer purchaser ("Purchaser") that for a period of ten (10) years from the date of original consumer purchase, under normal use and service conditions, eco-Profil products will be free from material defects in workmanship and materials, and will not check, split, splinter, rot or suffer structural damage from termites or fungal decay. If a defect occurs within the warranty period, Purchaser will notify eco-Profil in writing and, upon confirmation by an authorized eco-Profil representative of the defect, eco-Profil's sole responsibility will 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 (not including the cost of its initial installation).

This warranty will not cover and eco-Profil will not be responsible for costs and expenses incurred with respect to the removal of defective eco-Profil products or the installation of replacement materials, including but not limited to labor and freight.

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 eco-Profil products were originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, will send to eco-Profil, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

eco-Profil N.V.,
Customer Service Department,
Holstraat 59,
B-8790 Waregem (Belgium)

eco-Profil does not warrant against and is not responsible for, and no implied warranty will be deemed to cover, any condition attributable to: (1) improper installation of eco-Profil products and/or failure to abide by eco-Profil's installation guidelines, including but not limited to improper gapping; (2) use of eco-Profil products beyond normal residential use, or in an application not recommended by eco-Profil's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which eco-Profil products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in color of eco-Profil products; or (6) improper handling, storage, abuse or neglect of eco-Profil products by Purchaser, the transferee or third parties.

No person or entity is authorized by eco-Profil to make nor will eco-Profil be bound by any statement or representation as to the quality or performance of eco-Profil products other than as contained in this warranty. This warranty may not be altered or amended except in a written document signed by eco-Profil and Purchaser.

Under no circumstances will eco-Profil be liable for special, incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and eco-Profil's liability with respect to defective products will in no event exceed the replacement of such products or refund of the purchase price, as described above.

This warranty is only applicable and enforceable in the European Community member states, Australia and any other country in which eco-Profil maintains direct sales and marketing activity. A list of such other countries may be obtained from eco-Profil upon request.

Some (member) states may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from member state to member state.

This warranty is effective for consumer purchases made on or after January 1, 2005.