

# Terms and Conditions



## FREEFOAM LIFETIME GUARANTEE

Freefoam manufactured white PVC-UE roofline and PVC-U rainwater products ("Freefoam Products") are guaranteed upon and subject to the following terms and conditions:

1. The period of the standard guarantee ("the Guarantee period") is 20 years from the date of installation of the Freefoam products and is extended to a Lifetime Guarantee of 50 years, from that date if (but only if) no other brand is used in any of the following installations: 1. fascia + rainwater; 2. soffit; 3. rainwater; and the installation is duly registered with Freefoam Plastics through their website [www.myfreefoam.com](http://www.myfreefoam.com) within one month of its completion.
2. The guarantee applies to defects in Freefoam Products appearing within the guarantee period which consist of warping splitting or cracking or of discolouration which in the case of roofline profiles and mouldings is not in conformity with the colourfastness and weathering criteria defined in BS EN 13245-3:2010, BS EN 13245-2:2008, BS7619:2010 and in the case of rainwater profiles and mouldings is not in conformity with the colourfastness and weathering criteria defined in BS EN 607:1995 section 10.
3. The guarantee will only apply:
  - o If the defects are notified to Freefoam Plastics in writing within 3 months of their appearance together with proof of purchase.
  - o If the Freefoam Products in question were installed and have been used and maintained in accordance with the Instructions contained in Freefoam's Technical & Guidance notes (all of which are available from Freefoam Plastics website [www.freefoam.com](http://www.freefoam.com)) or where applicable, in accordance with more specific or supplementary installation instructions issued with the products in question.
  - o To Freefoam Products installed in Ireland or the United Kingdom.
  - o Following inspection of the defects and approval by Freefoam Plastics.
4. Exclusions:
  - o The guarantee does not apply to any of the following:
    - Fair wear and tear, normal aging and damage caused by external physical agents, storms, exceptional weather, accidental damage or other Force Majeure.
    - Fair wear and tear above includes wear to seals in rainwater accessories which may require replacement during the term of the guarantee.
    - Performance outside scope of BS EN 13245-3:2010, BS EN 13245-2:2008, BS7619:2010.
    - Any aspect of the installation of Freefoam Products.
  - o The application by the householder of any coating, paint or other surface treatment will void the guarantee.
5. Freefoam Plastics liability under the guarantee is limited (at their absolute discretion) to the repair or replacement of defective materials or to the payment in cash of the original cost of the Freefoam Products in question. Freefoam Plastics will not be responsible for consequential loss of any kind. Having regard to the number of years of satisfactory use Freefoam will contribute to the cost in the proportion that the unexpired years of the Guarantee bear to the original Guarantee term, as outlined in the pro-rated schedule below, subject to Freefoam's written agreement. Freefoam will not be liable to contribute to the cost where work is carried out prior to such agreement.

### Pro-rated Schedule

<u>From Years</u>	<u>To Years</u>	<u>Percent of Cover for non-compliant material</u>
1	10	100% of Full replacement including labour
11	15	80% of cost of Supply of replacement product
16	20	60% of cost of Supply of replacement product
21	30	40% of cost of Supply of replacement product
31	40	20% of cost of Supply of replacement product
41	50	10% of cost of Supply of replacement product

6. The guarantee may be transferred to second or subsequent owners during the first 10 years from the date of installation only. Every change of ownership within that period must be registered with Freefoam Plastics through their website [www.myfreefoam.com](http://www.myfreefoam.com) within one month of the change for the guarantee to remain in effect.
7. This guarantee does not affect the statutory rights of consumers.
8. The guarantee shall be interpreted only in accordance with U.K. Law and be subject to the jurisdiction of the U.K. courts in respect of installations in the United Kingdom, and in accordance with Irish Law and be subject to the jurisdiction of the Irish courts in respect of installations in the Irish Republic.
9. These terms and conditions will apply in respect of products fitted on or after the date noted below.

**Issued 29/07/16. This supersedes all previous warranties for goods fitted on or after this date.**

## FREEFOAM CLADDING GUARANTEE

Freefoam manufactured white and coloured FORTEX cladding products and other non-embossed cladding products are guaranteed upon and subject to the following terms & conditions:

1. The period of the guarantee ("the Guarantee period") from the date of installation of FORTEX and other non-embossed cladding products in respect to warping, splitting or cracking is 10 years.
2. The period of the guarantee ("the Guarantee period") in respect to the discolouration of FORTEX and other non-embossed cladding products ("the Guarantee period") from the date of installation for colours *White, Pale Gold, Sand, Pale Blue, Cement Grey and Misty Grey* is 10 years, while the discolouration guarantee for darker colours – *Cappucino, Argyl Brown Storm Grey, Slate Grey, Colonial Blue and Sage Green* – is 5 years. The discolouration guarantee applies to defects in FORTEX and other non-embossed cladding products appearing within the guarantee period which consist of discolouration which does not exceed Grey Scale 2 as measured in accordance with EN 20105-A02.
3. The guarantee will only apply:
  - If the defects are notified to Freefoam Plastics in writing within 3 months of their appearance together with proof of purchase.
  - If the FORTEX or other non-embossed cladding products in question were installed and have been used and maintained in accordance with the instructions contained in Freefoam's technical and installation documents which are available for download from Freefoam Plastics website [www.freefoam.com](http://www.freefoam.com).
  - To FORTEX and other non-embossed cladding products installed in a moderate climate (European Zone / < 100KLY).
  - To FORTEX and other non-embossed cladding products installed in Ireland, The United Kingdom and other European countries where their sale has been approved Freefoam.
  - Following inspection of the defects and approval by Freefoam Plastics.
4. Exclusions:
  - The guarantee does not apply to any of the following:
    - Fair wear and tear, normal aging and damage caused by external physical agents, storms, exceptional weather, accidental damage or other Force Majeure.
    - Performance outside scope of EN13245-2: 2008.
    - Any aspect of the installation of Freefoam Products.
  - The application of any coating, paint or other surface treatment will void the guarantee.
5. Freefoam Plastics liability under the guarantee is limited (at their absolute discretion) to the repair or replacement of defective materials or to the payment in cash of the original costs of the Freefoam Products in question, subject to clause 6. Freefoam Plastics will not be responsible for consequential loss of any kind.
6. Having regard to the number of years of satisfactory use, Freefoam will contribute to the material costs in the proportion that the unexpired years of the Guarantee bear to the original Guarantee term, subject to Freefoam's written agreement. Freefoam will not be liable to contribute to the cost of any such material where work is carried out prior to such agreement. For the avoidance of doubt the liability of Freefoam will be based on the applicable proportion of the original costs as confirmed by original invoice(s)."
7. The guarantee will apply in the same terms to second or subsequent owners.
8. This guarantee does not affect the statutory rights of consumers.
9. The guarantee shall be interpreted only in accordance with U.K. Law and be subject to the jurisdiction of the U.K. courts in respect of installations in the United Kingdom, and in accordance with Irish Law be subject to the jurisdiction of the Irish courts in respect of installations in the Irish Republic and elsewhere.
10. These terms and conditions will apply in respect of products fitted on or after the date noted below
11. The English language version of this guarantee takes precedence over versions in any other language.

**Issued 17/09/18. This supersedes all previous warranties for goods fitted on or after this date.**

## FREEFOAM COLOURED PRODUCT GUARANTEE

Freefoam manufactured coloured PVC-UE roofline and PVC-U rainwater products ("Freefoam Products") are guaranteed upon and subject to the following terms and conditions:

1. The period of the guarantee ("the Guarantee period") is 10 years from the date of installation of the Freefoam products. A guarantee certificate may be obtained if the installation is duly registered with Freefoam Plastics through their website [www.myfreefoam.com](http://www.myfreefoam.com) within one month of its completion.
2. The guarantee applies to defects in Freefoam Products appearing within the guarantee period which consist of warping splitting or cracking or of discolouration which in the case of roofline profiles and mouldings is not in conformity with the colourfastness and weathering criteria defined in BS EN 13245-3:2010, BS EN 13245-2:2008, BS7619:2010 and in the case of rainwater profiles and mouldings is not in conformity with the colourfastness and weathering criteria defined in BS EN 607:1995 section 10. This discoloration guarantee excludes the PVC-U rainwater colour Caramel.
3. The guarantee will only apply:
  - If the defects are notified to Freefoam Plastics in writing within 3 months of their appearance together with proof of purchase.
  - If the Freefoam Products in question were installed and have been used and maintained in accordance with the Instructions contained in Freefoam's Technical & Guidance notes (all of which are available from Freefoam Plastics website [www.freefoam.com](http://www.freefoam.com)) or where applicable, in accordance with more specific or supplementary installation instructions issued with the products in question.
  - When fitted in a northern European climate i.e. <100 KLY.
  - Following inspection of the defects and approval by Freefoam Plastics.
4. Exclusions:
  - The guarantee does not apply to any of the following:
    - Fair wear and tear, normal aging and damage caused by external physical agents, storms, exceptional weather, accidental damage or other Force Majeure.
    - Fair wear and tear above includes wear to seals in rainwater accessories which may require replacement during the term of the guarantee.
    - Performance outside scope of BS EN 13245-3:2010, BS EN 13245-2:2008, BS7619:2010.
    - Any aspect of the installation of Freefoam Products.
  - The application of any coating, paint or other surface treatment will void the guarantee.
5. Freefoam Plastics liability under the guarantee is limited (at their absolute discretion) to the repair or replacement of defective materials or to the payment in cash of the original cost of the Freefoam Products in question. Freefoam Plastics will not be responsible for consequential loss of any kind. Having regard to the number of years of satisfactory use Freefoam will contribute to the cost in the proportion that the unexpired years of the Guarantee bear to the original Guarantee term subject to Freefoam's written agreement. Freefoam will not be liable to contribute to the cost where work is carried out prior to such agreement.
6. The guarantee will apply in the same terms to second or subsequent owners provided every change of ownership is duly registered with Freefoam Plastics through their website [www.myfreefoam.com](http://www.myfreefoam.com) within one month of the change.
7. This guarantee does not affect the statutory rights of consumers.
8. The guarantee shall be interpreted only in accordance with English Law and be subject to the jurisdiction of the English courts in respect of installations in the United Kingdom, and in accordance with Irish Law and be subject to the jurisdiction of the Irish courts in respect of installations in the Irish Republic and elsewhere.
9. These terms and conditions will apply in respect of products fitted on or after the date noted below.

**Issued 12/07/17. This supersedes all previous warranties for goods fitted on or after this date.**

## FREEFOAM FOILED WOODGRAIN PRODUCT GUARANTEE

Freefoam foiled woodgrain PVC products ("Freefoam products") are guaranteed upon and subject to the following terms and conditions:

1. The period of the guarantee ("the Guarantee period") is 10 years from the date of installation of the Freefoam products. A guarantee certificate may be obtained if the installation is duly registered with Freefoam Plastics through their website [www.myfreefoam.com](http://www.myfreefoam.com) within one month of its completion.
2. The guarantee applies to defects in Freefoam Products appearing within the guarantee period which consist of warping splitting or cracking or of discolouration which in the case of roofline profiles and mouldings is not in conformity with the colourfastness and weathering criteria defined in BS EN 13245-3:2010, BS EN 13245-2:2008, BS7619:2010.
3. The guarantee will only apply:
  - If the defects are notified to Freefoam Plastics in writing within 3 months of their appearance together with proof of purchase.
  - If the Freefoam Products in question were installed and have been used and maintained in accordance with the Instructions contained in Freefoam's Technical & Guidance notes (all of which are available from Freefoam Plastics website [www.freefoam.com](http://www.freefoam.com)) or where applicable, in accordance with more specific or supplementary installation instructions issued with the products in question.
  - When fitted in a northern European climate i.e. <100 KLY.
  - Following inspection of the defects and approval by Freefoam Plastics.
4. Exclusions:
  - The guarantee does not apply to any of the following:
    - Fair wear and tear, normal aging and damage caused by external physical agents.
    - Performance outside scope of BS EN 13245-3:2010, BS EN 13245-2:2008, BS7619:2010.
    - any aspect of the installation of Freefoam Products
  - The application of any coating, paint or other surface treatment will void the guarantee
5. Freefoam Plastics liability under the guarantee is limited (at their absolute discretion) to the repair or replacement of defective materials or to the payment in cash of the original cost of the Freefoam Products in question. Freefoam Plastics will not be responsible for consequential loss of any kind. Having regard to the number of years of satisfactory use Freefoam will contribute to the cost in the proportion that the unexpired years of the Guarantee bear to the original Guarantee term subject to Freefoam's written agreement. Freefoam will not be liable to contribute to the cost where work is carried out prior to such agreement.
6. The guarantee will apply in the same terms to second or subsequent owners provided every change of ownership is duly registered with Freefoam Plastics through their website [www.myfreefoam.com](http://www.myfreefoam.com) within one month of the change.
7. This guarantee does not affect the statutory rights of consumers.
8. The guarantee shall be interpreted only in accordance with English Law and be subject to the jurisdiction of the English courts in respect of installations in the United Kingdom, and in accordance with Irish Law and be subject to the jurisdiction of the Irish courts in respect of installations in the Irish Republic and elsewhere.
9. This guarantee is limited to end use of the products at elevations below 1800 metres above sea level.
10. The Freefoam products are also guaranteed to perform in accordance with BS2782 and DIN 53455.
11. These terms and conditions will apply in respect of products fitted on or after the date noted below.

**Issued 21/04/15. This supersedes all previous warranties for goods fitted on or after this date.**