

Guarantee

Colourfastness guarantee for White Vinakon PVC–u materials for external applications

Subject to the conditions set out below Hydro Polymers Limited (“HPL”) guarantees the Colourfastness of external grade **White** Vinakon PVC–u materials **G5000, G5000/1, G5010**. (“the Product”) sold by HPL for a period of 15 years from the date of delivery (in accordance with HPL general conditions of sale (UK)). For the purposes of this guarantee Colourfast and Colourfastness means that any change in the colour of the exposed material of the Product will not be greater than $\Delta E = 7$ when compared to an unexposed control sample of the same grade (measured using illuminant D65, 10 degree observer and with uv and specular components included).

1. This guarantee applies exclusively to Product that has been exposed to outdoor weathering conditions that would be normally expected to occur in northern Europe. This guarantee does not apply to Product that has been adulterated or abused in any way which includes, without limitation, incorrect processing, malicious damage, exposure to solvents or catastrophic weather conditions.
2. It is the responsibility of the processor of the Product supplied by HPL to satisfy itself that the goods produced from the Product are fit for their purpose.
3. Any claim pursuant to this guarantee shall be notified to HPL in writing within seven days from the date of delivery by HPL (in accordance with the HPL general conditions of sale (UK)) or within seven days after discovery of the defect or failure if such defect or failure was not present on delivery. Notification of the defect or failure must be in writing to HPL attaching details of the complaint together with [batch number] and processing records. On receipt of notification of the defect or failure in accordance with this clause HPL or its authorised agents shall be entitled to inspect and test the Product to which the notification relates and HPL must be provided with all reasonable assistance in order to investigate the alleged defect or failure.
4. This guarantee may be revoked on the publication of written notification at HPL’s registered office provided that such revocation shall not affect the enforceability of this guarantee in relation to the Product delivered by HPL prior to the date of revocation.
5. Subject as expressly provided in this guarantee and except where the Product is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law is excluded to the fullest extent permitted by law.
6. HPL shall have no liability under this guarantee in respect of any defect or failure



arising from any specification not supplied to HPL or any defect arising from fair wear and tear, willful damage, negligence, abnormal conditions, and failure to follow HPL's instructions (whether oral or in writing) or misuse.

7. Except in respect of death or personal injury caused by HPL's negligence, HPL shall not be liable under this guarantee for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of HPL, its employees or agents or otherwise) which arise out of or in connection with the supply of the Product or its use or resale and the entire liability of HPL under or in connection with this guarantee shall not exceed the price of the Product at the date of delivery by HPL.