

## 1. Scope of the Warranty

1.1 This warranty is provided by FINANCIERA MADERERA, S.A. -FINSA- and exclusively applies to the product FINSA INFINITE TRICOYA®, bare or as a substrate (hereinafter “FINSA INFINITE TRICOYA”), as supplied.

1.2 FINSA guarantees that on the delivery date of FINSA INFINITE TRICOYA® shown on your invoice (hereinafter “Delivery Date”), FINSA INFINITE TRICOYA complies with the technical specifications found on its website [www.finsa.es](http://www.finsa.es) and shall remain Damage-free (as defined in paragraph 2 below) from the Delivery Date of FINSA INFINITE TRICOYA for a period of:

- (a) 50 years when FINSA INFINITE TRICOYA is utilized in use classes 1, 2 and 3, as defined in European standard EN 335:2013, or
- (b) 25 years when FINSA INFINITE TRICOYA is utilized in use class 4, as defined in European standard EN 335:2013.

## 2. Definition of Damages by Use:

2.1 For the purpose of this Warranty, FINSA INFINITE TRICOYA shall be considered to have sustained Damages if it is proven that during ordinary use:

(a.1) FINSA INFINITE TRICOYA has been physically damaged due to a fungal attack (for purposes of this Warranty, decomposition due to fungi shall mean and be limited to decomposition caused by the following species: (i) Coniophora puteana, (ii) Gleophyllum Trabeum (iii) Pleurotus Ostreatus and does not include common surface mould, mildew or any other organism, bacterium or fungus); or

(a.2) FINSA INFINITE TRICOYA has been physically damaged due to an Insect attack (for purposes of this Warranty, decomposition due to insect attack shall mean and be limited to decomposition caused by the following species: Hylotrupes Bajulus); or

(b) Dimensional movement in any of the three dimensions (length, width, or thickness) is greater than 2.5% during normal use; and

(c) In cases (a.1), (a.2) and (b) described above, when FINSA INFINITE TRICOYA does not perform its intended function.

For the purpose of paragraph 2.1 (b) above, the dimensional movement must be proven by sampling and testing to show that the swelling or shrinkage is greater than 2.5%, as established in European standard EN 318, to be performed by an independent laboratory agreed upon with FINSA in writing.

## 3. Compensation for damages.

FINSA shall, at its sole discretion, either replace, repair or provide economic compensation for each FINSA INFINITE TRICOYA sheet which has sustained the indicated Damages from the Delivery Date until the end of the applicable warranty period, as defined in the paragraph 1.2 above. Any solution out of those indicated in this Clause 3 shall be limited to a maximum amount of the value of the original invoice from FINSA for the FINSA INFINITE TRICOYA used.

The value of compensation for damages is subjected to yearly depreciation, after the date of purchase, corresponding to the following amounts with respect to the value of the original invoice from FINSA for the FINSA INFINITE TRICOYA:

- 1/50 each year in use classes 1, 2 and 3, as defined in European standard EN 335:2013;
- 1/25 each year in use class 4, as defined in European standard EN 335:2013.

## 4. Exclusions from the Warranty

4.1 Under no circumstance shall FINSA be liable, either through a contract, a grievance (including negligence), breach of duty (whether legal or illegal) or otherwise, for incidental, economic, exemplary, special, punitive or consequential damages or losses, whether direct or indirect, whichever may arise.

4.2 The conditions set forth in this Warranty constitute the only circumstances and warranties granted by FINSA, and all other circumstances and express or implied warranties, including warranties of merchantability or fitness for a particular purpose, are expressly excluded (insofar as it may be legally excluded).

## 5. Conditions

This Warranty is subject to the following terms and conditions:

5.1 A claim must be made in writing to FINSA within 30 days of suspecting Damages of FINSA INFINITE TRICOYA, and said claim must be accompanied by this Warranty Certificate, a copy of the corresponding invoice for the material in respect of which the claim is made and a declaration indicating the location of the material and describing the Damages detected along with photographs showing the state of the FINSA INFINITE TRICOYA suspected of showing signs of Damages.

5.2 FINSA reserves the right to inspect *in situ* the material suspected of showing signs of Damages prior to any repair, replacement or compensation. From the time that a potential claim is detected, the claimant must take all reasonable precautions to protect FINSA INFINITE TRICOYA from further Damages.

5.3 FINSA INFINITE TRICOYA must be stored, installed, handled and/or used according to the instructions provided by FINSA and according to the codes of the certification and construction authorities in force and applicable to the installation. If FINSA INFINITE TRICOYA is not installed as instructed by FINSA, this Warranty shall be invalidated.

5.4 This Warranty does not cover the costs associated with uninstalling or installing for replacement of FINSA INFINITE TRICOYA or reprocessing or manufacturing costs.

5.5 Any claim made under this Warranty shall be invalidated if the process indicated in this Clause 5 is not followed.

## 6. Exclusions

This warranty does not cover:

6.1 Any use of FINSA INFINITE TRICOYA in a use class that contravenes what is indicated in EN 335:2013.

6.2 Where the end product does not comply with the established standards for water drainage or evaporation, or where it is placed less than 20 cm above the ground, it shall be regarded as being subject to use class 4 and the 25-year warranty shall apply;

6.3 If there is any contact between FINSA INFINITE TRICOYA and liquids with a pH greater than 9;

6.4 If there is contact between FINSA INFINITE TRICOYA and salt or brackish water (use class 5 according to EN 335:2013);

6.5 If paints, varnishes and/or primers including Calcium salts in their composition have been used as a coating for FINSA INFINITE TRICOYA.

6.6 If FINSA INFINITE TRICOYA has subsequently been modified or impregnated with chemical treatments, for example, without prior written authorization from FINSA;

6.7 For damages or defects which are caused by or can be attributed in any way to

(a) inappropriate storage, handling, installation or use of FINSA INFINITE TRICOYA, including but not limited to any damage where the instructions for use/installation of FINSA have not been followed;

(b) misuse, negligence, alteration or abuse of FINSA INFINITE TRICOYA;

(c) structural settlement or movement and / or movement of materials to which FINSA INFINITE TRICOYA has been attached;

(d) damage due to the incorrect design of any structure or where maximum wind loads intended for any structure are exceeded;

(e) finishes applied to FINSA INFINITE TRICOYA;

(f) epidemics, pandemics, hurricanes, tornadoes, hail, earthquakes, floods or other severe or natural weather phenomena, or unforeseeable extraordinary causes; or

(g) any other reason that is not a manufacturing defect that can be attributed to FINSA.

6.8 FINSA INFINITE TRICOYA stored, installed, handled and / or used in the jurisdictions of the United States of America and / or Canada.

7. Notices.

Any notice or communication that is sent pursuant to this Warranty shall be done in writing and shall be regarded as duly delivered or made if it is delivered by hand or sent by certified mail to FINANCIERA MADERERA, S.A. -FINSA-, N-550, km. 57, 15707-Santiago de Compostela, Spain to the attention of the Quality Manager. Each notice or communication made according to this clause shall be regarded as received the day of its delivery, if delivered by hand, and duly received 7 business days (Monday to Friday, on days that are not holidays at the place of reception) after reception by certified mail, whichever applies. Where said notice or communication is regarded as delivered or made other than on normal business or working days, said notice or communication shall be regarded as delivered or made at the start of the next business or working day.

8. Applicable laws and disputes

This Warranty is governed by the laws of SPAIN and is subject to the exclusive jurisdiction of the courts of Spain.

9. This warranty does not affect the legal rights of the consumer and user when the products fail to fulfil the contract.

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