PRODUCT WARRANTY

GLASS MINERAL WOOL INSULATION

PGF Insulation, subject to the conditions and limitations set forth below, warrants its resin bonded glass mineral wool insulations are fit for the purpose of insulating roof, wall, ceilings and HVAC ducting and internal acoustic application, if properly installed in accordance with the installation instructions and if maintained according to relevant standards/manufacturers instructions:

- ECOWOOL BROWNIE V2 ROOFWHITE
- ECOWOOL CLASSIC DUCTGUARD
- ECOWOOL CLASSIC VENTLINER
- ECOWOOL CLASSICBOARD (FACED)
- ECOWOOL CLASSIC CLASSICTONE
- ECOWOOL CLASSIC POLYTONE
- ECOWOOL CLASSIC CINEPLEXTONE
- ECOWOOL CLASSIC SPI (FACED)

PGF INSULATION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED LIMITED WARRANTY OF MERCHANTABILITY AND THE IMPLIED LIMITED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

CLAUSE 1 - COVERAGE

1) PGF Insulation warrants to the organization purchasing the glass mineral wool insulation, hereinafter referred to as the "Covered Company" that:
   a) The glass mineral wool insulation is free from manufacturing defects for a period of 10 years for faced product from the date of purchase.
   b) When used for its intended purpose, properly installed in accordance with PGF Insulation installation instructions and maintained in dry conditions, the glass mineral wool insulation can be expected to maintain its thermal insulation properties for the warranted period from the date of purchase (glass mineral wool insulation product performance).
   c) Should any manufacturing defect e.g. bulging, warping, buckling or sagging occur during said warranted period, PGF Insulation will provide replacement of glass mineral wool insulation material to the original purchaser of the material or a subsequent owner of the building if the portion of the glass mineral wool insulation is determined to be defective; but not including labour costs and tear-out costs incurred in removal of defective material or installing the replacement material.
   d) In lieu of providing replacement material reserves the right to, at its sole discretion, refund that amount paid for the defective material (excluding costs to install).

CLAUSE 2 - TERMS AND CONDITIONS

1) PGF Insulation's liability to the Covered Company under this Limited Warranty shall be subject to the following terms and conditions:
   a) The claimant must provide the following documents:
      i. Original Certificate of Warranty
      ii. Proof of Purchase showing details of the seller and the installer.
   b) The glass mineral wool insulation must be transported and stored in dry conditions at all times between purchase and installation and without bearing the weight of other materials. PGF Insulation will have no liability under this Limited Warranty in respect of wet or water damaged glass mineral wool insulation.
   c) The glass mineral wool insulation must be installed in accordance with PGF Insulation installation instructions and maintained according to all other applicable building codes adopted by federal, state, or local government or government agencies and applicable to the installation or maintenance. Failure to properly install or maintain the glass mineral wool insulation in accordance with this clause will void this Limited Warranty.
   d) The Covered Company shall not claim for manufacturing defects under this Limited Warranty that appear outside the warranted product performance period.
   e) The Covered Company must provide written notice sent to PGF Insulation or via e-mail within 10 days after discovery of any claimed defect or failure covered by this Limited Warranty and before beginning any permanent replacement, rectification, or repair. The notice must describe the location and details of the defect or failure, as well as such other information as is necessary for PGF Insulation to investigate the claim. Photographs of the glass mineral wool insulation, showing the defect or failure, must accompany the notice. A sample of the glass mineral wool insulation with any claimed defect or failure must be provided.
   f) Failure to notify PGF Insulation in this manner shall be deemed a waiver of any claim for any purported defect.

GLASS MINERAL WOOL INSULATION

g) Before commencing any replacement, repair or rectification work, the Covered Company must allow PGF Insulation or PGF Insulation's representative to enter the property where the glass mineral wool insulation is installed to examine, photograph and take samples of, the glass mineral wool insulation.
h) PGF Insulation will not be liable for any actions or expenditures the purchaser may incur prior to written acknowledgement from PGF Insulation that it assumes responsibility for the alleged defect.
i) Should any manufacturing defect e.g. bulging, warping, buckling or sagging occur during said warranted period, PGF Insulation will provide a replacement of glass mineral wool insulation material to the original purchaser, or a subsequent owner of the building if the portion of the glass mineral wool insulation is determined to be defective; but will not pay for any labour costs incurred in the removal of the defected material or the installation of the replacement material.
j) In lieu of providing replacement material, PGF Insulation reserves the right to, at its sole discretion, refund that amount paid for the defective material (excluding costs to install).
k) This Limited Warranty applies only to the Covered Company and does not transfer to any subsequent purchaser of any structure in which the glass mineral wool insulation has been installed.
l) PGF Insulation's glass mineral wool insulation may vary in details of design and construction from descriptions in any literature or from any sample, display or, other model inspected by purchaser.

CLAUSE 3 - EXCLUSIONS

1) PGF Insulation will have no liability under this Limited Warranty in respect of damage or defects resulting from, or in any way due to the following:
   a) Storage, shipping, handling, or installation of the glass mineral wool insulation in an improper manner or in a manner other than as described above;
   b) Neglect, abuse, or misuse;
   c) Damage from incorrect design, water leaking or construction of the structure in connection with which the glass mineral wool insulation is used;
   d) Force Majeure circumstances such as acts of God, but not limited to, cyclones, tornados, floods, earthquakes, severe weather, fire or other natural phenomena, (including, but not limited to, unusual climate conditions);
   e) Growth of mold, mildew, fungi, bacteria, or any organism; and
   f) Lack of proper maintenance
   g) Colour, tone or shade variations in the facing material of faced glass mineral wool insulation, including variations between production batches or lots, shall not be considered a manufacturing defect and are excluded from this Limited Warranty.

CLAUSE 4 - CLAIMS

1) For any claim by the Covered Company under the terms of this Limited Warranty:
   a) PGF Insulation will not be liable for any actions or expenditures purchaser may incur prior to written acknowledgement from PGF Insulation Sdn. Bhd. that it assumes responsibility for the alleged defect.
   b) If the glass mineral wool insulation is found to be non-compliant with this Limited Warranty, PGF Insulation will (at PGF Insulation's sole option) either:
      i. Refund the purchase price; or
      ii. Repair, replace, or rectify the glass mineral wool insulation.
   c) Such claims must be made via:
      i. Written notice and sent to the following address: PGF Insulation Sdn. Bhd., 2449, Lorong Perusahaan Sepuluh, Kawasan Perusahaan Perai, 13600 Perai, Penang, Malaysia, received within 10 days after discovery of any circumstance giving rise to liability under this Limited Warranty; or
      ii. E-mail to sales@ecowool.com.my, received within 10 days after discovery of any circumstance giving rise to liability under this Limited Warranty;
      iii. Containing the details specified in CLAUSE 2.1.e and attaching documentary evidence of the matters specified in CLAUSE 2.1.a above

CLAUSE 5 - SETTLEMENT OF CLAIM

1) Any refund or material replacement by PGF Insulation pursuant to CLAUSE 4 of this Limited Warranty shall constitute a full settlement and release of PGF Insulation by the Covered Company of all claims, potential claims or actions of any Covered Company for damages or other relief under this Limited Warranty.

GLASS MINERAL WOOL INSULATION

CLAUSE 6 - LIMITATION OF LIABILITY

1) PGF Insulation shall have no liability under this Limited Warranty for:
    i. Any glass mineral wool insulation subjected to further processing or alteration by any company other than PGF insulation or its related companies.
    ii. Any incidental, special, indirect or consequential damages.
2) Any monetary compensation is limited to a refund of the purchase price of the glass mineral wool insulation except as required by law.
3) PGF Insulation does not exclude, restrict of modify any statutory consumer guarantees. In all other respects, in so far as and to the maximum extent that it may lawfully do so, PGF Insulation excludes any liability, whether in tort (including negligence), contract, equity or otherwise, connected with, or arising in relation to, the use or installation of the product
4) PGF Insulation reserves the right to discontinue or modify any of its glass mineral wool insulations, including the colour thereof, without notice and shall not be liable as a result of such discontinuance or modification. Minor variations in colour, tone or shade of the facing material may also occur between production batches or lots and shall not be considered a manufacturing defect or non-conformity. PGF Insulation shall not be liable for any such colour variation, including where replacement material varies in colour, tone or shade from the originally supplied glass mineral wool insulation. If PGF Insulation replaces any material under this Warranty, it may substitute glass mineral wool insulations designated by PGF Insulation to be of comparable quality or price range in the event the glass mineral wool insulation initially installed has been discontinued or modified.

CLAUSE 7 - LIMITATION OF WARRANTY

1) This Warranty constitutes the only warranty extended by PGF Insulation for the product. PGF Insulation disclaims all other warranties, express or implied, but does not exclude any statutory warranties or consumer guarantees that may apply and which cannot be excluded at law. For the avoidance of doubt, any and all other warranties or conditions which are not guaranteed by the Consumer Protection Act and which are not expressly included in this Warranty as additional warranties or conditions, are expressly excluded where permitted.

CLAUSE 8 - LEGAL RIGHTS AND REMEDIES

1) This Limited Warranty gives the Covered Company specific legal rights and remedies. The Covered Company's exclusive remedy and the limit of PGF Insulation's liability for breach of the Limited Warranty set forth above, whether any such breach is based on negligence, breach of contract or Limited Warranty, strict liability, or any other theory, shall be, at PGF Insulation's option, the repair, replacement with a like quantity of non-defective or refund of the purchase price, plus reasonable shipping charges incurred by PGF Insulation for approved returns.
2) PGF Insulation shall not be liable for any consequential or special damages based on negligence, breach of contract or Limited Warranty, strict liability, or any other theory, for failure to perform its obligations under this agreement and Limited Warranty. Additionally, incidental, indirect, consequential and special damages shall not be recoverable even if the repair, replacement or refund remedy for PGF Insulation's breach of its Limited Warranty fails of its essential purpose or for any other reason.
3) All disputes or disagreements which may arise out of this Limited Warranty, or in connection with it, shall be settled by Malaysian Arbitration Court. The decision of this court shall be final and obligatory for both Parties.
4) The warranty shall be considered null and void if there are any outstanding payments owed by the Covered Company to PGF Insulation.