

MANUFACTURERS 25 YEAR PRODUCT WARRANTY, UK, EU AND EEA EXCEPT NORWAY, SWEDEN, FINLAND, DENMARK AND ICELAND

FIBO AS (“WE”) WARRANTS THAT DURING THE WARRANTY PERIOD SPECIFIED BELOW, FIBO WALL PANEL AND KITCHEN BOARDS (INDIVIDUALLY AND COLLECTIVELY, THE “PRODUCT”) WILL BE FREE FROM DEFECTS IN MATERIALS AND MANUFACTURE IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY.

THIS PRODUCT WARRANTY CAN ALSO BE FOUND ONLINE.

WHO MAY BENEFIT FROM THIS PRODUCT WARRANTY?

We extend this limited warranty only to the end-user who originally purchased the Product (“you”) and only when in its original location of installation. It does not extend to any subsequent owner of the Product.

WHAT DOES THIS PRODUCT WARRANTY COVER?

The Product will not delaminate, stain, fade or crack during the Warranty Period as a result of defects in materials and/or manufacture of the Product, when properly installed in accordance with Fibo’s installation instructions and cared for in accordance with Fibo’s instructions for “Cleaning and Maintenance” or Product Guide and Handbooks. The warranty does not cover items such as sealant, profiles or installations screws.

WHAT DOES THIS PRODUCT WARRANTY NOT COVER?

This product warranty does not cover any damage due to:

- a. abuse, misuse, or improper installation
- b. failure to follow the product instructions or to perform preventive maintenance
- c. incorrect seal or modifications
- d. unauthorized repair
- e. external causes such as natural events, fire, accidents, infestation and other actions or events beyond our reasonable control
- f. use in vicinity of high moisture (e.g. swimming pool, hot tub) or extreme heat (e.g. spa, sauna, steam room)
- g. use outdoors
- h. movement of the building due to land slip, failure of a foundation or the underlining building structure
- i. normal wear and tear

This limited warranty does not cover any labor or other costs of removal or installation.

WHAT IS THE PERIOD OF COVERAGE?

This product warranty starts on the date of your purchase and lasts for the 25 years (the “Warranty Period”). The Warranty Period is not extended if we repair or provide a replacement product for the defective portion the Product. We may change the terms of this limited warranty at our discretion. The version of the terms applicable to you is the version in effect when you purchased the Product.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

If, after inspection by an authorized Fibo representative, we determine a Product is defective during the Warranty Period, we will, in our sole discretion, either:

- (a) repair such Product (or the defective portion), or
 - (b) refund the purchase price of such Product [amortized over 25 years].
- We retain the right to replace the Product with a similar product.

Fibo’s option to repair or replace the Products under this warranty does not cover labor or other costs of removal or installation.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must, during the Warranty Period, either (a) email our Customer Service Department at info@fibosystem.com, or (b) contact the dealer from whom you purchased the Product, and submit your claim, Fibo invoice number and/or code on back of panel.

LIMITATION OF LIABILITY COMMERCIAL PURCHASE

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE LIMITED, RESTRICTED OR DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. NOTHING IN THIS WARRANTY SHALL LIMIT ANY PARTY’S STATUTORY OR MANDATORY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD OR FRAUDULANT MISREPRESENTATION.

THE LIMITATION OF LIABILITY CLAUSE IS NOT APPLICABLE TO CONSUMER

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