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## Disclaimer

### IMPORTANT INFORMATION:

This Disclaimer contains important information which we recommend you read carefully as it contains exclusions upon which Filoform intends to rely.

If you do not understand any of the terms of this Disclaimer, we recommend you seek legal advice or speak to a Citizens Advice Bureau.

#### 1. General:

1.1 Filoform UK Ltd is a company registered in England and Wales with company registration number 03442664. Its registered office address is James Cowper Kreston 8th Floor South, Reading Bridge House, George Street, Reading, England, RG1 8LS.

1.2 In this Disclaimer, any reference to 'Filoform' means Filoform UK Ltd and any other entity that directly or indirectly controls, is controlled by, or is under common control with Filoform UK Ltd ('Affiliates').

1.3 The Filoform duct sealings systems, referred to as 'Filoform systems' in this Disclaimer, relates to Filoseal+, Filoseal+hd & Filoseal+hd fire. These are modular based systems of sealing products consisting of three different backing components, tri-flexible foam, blue hexagonal blocks & black hexagonal blocks (Formite) and md+ fire resistant mastic.

1.4 Each and every one of the components are necessary for the best performance of all three sealing systems and the effectiveness of the Filoseal+ Systems is dependant on the correct installation and installation with all Filoform components.

1.5 The Filoseal+ systems have been certified to resist a number of different hazards.

1.6 Any such certification, and the ability of the Filoseal+ systems to resist such hazards, is dependent upon all components that are installed as a part of the Filoseal+ systems. Thus, the certification is not valid and does not apply unless all components installed as part of the Filoseal+ systems are manufactured by Filoform.

1.7 For the avoidance of doubt all terms of this Disclaimer are supplemental and additional to, and shall be read in conjunction with Filoform's Standard Terms and Conditions.

#### 2. Disclaimer

2.1 Nothing in this Disclaimer shall limit or exclude Filoform's liability for:

2.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

2.1.2 Fraud or fraudulent misrepresentation;

2.1.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

2.1.4 Any matter in respect of which it would be unlawful for Filoform to exclude or limit liability.

#### 2.2 Notice period

2.2.1 This paragraph 2.2 does not apply to you if you are a consumer.

2.2.2 Unless a claimant brings a claim in respect of an event relating to the Filoseal+ systems within the relevant notice period (as determined in accordance with paragraph 2.2.3 below), Filoform hereby disclaims and shall have no liability whatsoever arising out of or in connection with that event (including without limitation the facts and circumstances giving rise to such event and any losses arising out of or in connection with it). For the purposes of this paragraph 2.2.2, a claimant shall be deemed to have brought a claim on the date that the court receives the relevant claim form.

2.2.3 The notice period for an event shall be the shorter of the following:

2.2.3.1 The period that starts on the day on which the relevant claimant became, or ought reasonably to have become, aware of the relevant event having occurred and shall expire 12 months from and including that date; and

2.2.3.2 The relevant limitation period as determined pursuant to the Limitation Act (1980) as amended.

2.3 Performance of Filoseal+ systems is contingent on the following conditions being met or complied with (as appropriate) and Filoform hereby disclaims and excludes any and all liability to any person, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

2.3.1 loss of profit;

2.3.2 direct losses;

2.3.3 indirect losses;

2.3.4 special losses; and

2.3.5 consequential losses

in each case arising under, out of or in connection with

(i) the purchase or use of Filoseal+ systems; and

(ii) installations containing components manufactured by Filoform

unless

2.3.6 All components installed as part of the relevant Filoseal+ system were manufactured by Filoform;

2.3.7 No Filoform components have been integrated, combined or used with other systems, system components or products not manufactured or provided by Filoform;

2.3.8 During storage, the Filoseal+ systems and all parts thereof, shall be kept indoors in its original packaging at a temperature not exceeding +25°C/+77°F and not below +5°C/+41°F;



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- 2.3.9 During installation and curing, the Filoseal+ systems and all parts thereof, shall be kept at a temperature not exceeding +25°C/+77°F and not below +5°C/+41°F;
  - 2.3.10 The md+ fire resistant mastic is used within 18 months of the production date printed on the tube;
  - 2.3.11 The environment during installation is in accordance with Filoform's assembly and installation instructions, including without limitation that the cable duct is at all times kept clean and dry and the mastic is not exposed to running water or excess pressure during installation and curing process; and
  - 2.3.12 Installation is correctly carried out in accordance with Filoform's assembly and installation instructions, including without limitation ensuring that the mastic is allowed to fully cure prior to the system being put in to use.
3. **Where the purchaser and / or end user is a business:**
    - 3.1 The product information provided by Filoform does not release the purchaser or end user of the Filoseal+ system, or part thereof, from the obligation to independently determine the suitability of the products for the intended process, installation and/or use. The purchaser is responsible for ensuring that Filoform's Standard Terms and Conditions, this Disclaimer and any applicable specification are complete and accurate and that the relevant products are fit for the required purpose. Filoform hereby disclaims and excludes all liability in respect thereof.
    - 3.2 Filoform expressly excludes any implied warranties of merchantability and fitness for a particular purpose and all other express or implied representations and warranties provided by statute or common law. The end user and the purchaser determines suitability of the Filoseal+ systems for the intended use and assumes all risk and liability in connection therewith – Filoform hereby disclaims and excludes all liability in respect thereof.
    - 3.3 Filoform will under no circumstances whatsoever be liable whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect, special or consequential loss arising under, out of or in connection with:
      - 3.3.1 the purchase or use of Filoseal+ systems; or
      - 3.3.2 installations containing components not manufactured by Filoform.
  4. **In relation to consumers only**, Filoform hereby disclaims and excludes all liability for business losses. The relevant Filoform products are supplied to consumers for domestic and private use only. If consumers use Filoform products for any commercial, business or re-sale purposes Filoform will have no liability to such consumers for any loss of profit, loss of business, business interruption, or loss of business opportunity.
5. **Third Party Rights**
    - 5.1 Filoform's Affiliates shall have the benefit of this Disclaimer and shall be able to enforce its terms as if they were party to it pursuant to and in accordance with the Contracts (Rights of Third Parties) Act 1999. Subject to the preceding sentence, this Disclaimer does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Disclaimer.
    - 5.2 The rights of the parties to rescind or vary this Disclaimer are not subject to the consent of any other person.
  6. Each of the paragraph of this Disclaimer operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
  7. **Entire agreement**
    - 7.1 This paragraph 7 does not apply to you if you are a consumer.
    - 7.2 If you are a business the terms set out in this Disclaimer constitute the entire agreement between Filoform and the purchaser and the relevant end user in relation to this Disclaimer and, save for Filoform's Standard Terms and Conditions (which shall remain in full force and effect), supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in relation to the subject matter of this Disclaimer.
  8. **Which laws apply to this contract and where you may bring legal proceedings:**
    - 8.1 If you are a consumer this Disclaimer are governed by English law and:
      - 8.1.1 you can bring legal proceedings in respect of this Disclaimer in the English courts.
      - 8.1.2 If you live in Scotland you can bring legal proceedings in respect of this Disclaimer in either the Scottish or the English courts.
      - 8.1.3 If you live in Northern Ireland you can bring legal proceedings in respect of this Disclaimer in either the Northern Irish or the English courts.
    - 8.2 If you are a business:
      - 8.2.1 this Disclaimer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with English law.
      - 8.2.2 you irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any Dispute or claim arising out of or in connection with this Disclaimer or its subject matter or formation (including non-contractual disputes and claims).