

CUPACLAD® KIT LIMITED WARRANTY

CUPA PIZARRAS, S.A.U.

THIS LIMITED WARRANTY GIVES THE COVERED PARTY SPECIFIC LEGAL RIGHTS, IN ADDITION TO OTHER RIGHTS THE COVERED PARTY MAY HAVE, WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY CAN ALSO BE FOUND IN THE DOCUMENTATION CUPA PROVIDES WITH THE PRODUCT.

CUPA WARRANTS THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM THE CERTAIN DEFECTS DESCRIBED BELOW.

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 HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, CUPA DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS FURTHER DESCRIBED IN SECTION 6 BELOW. TO THE EXTENT ANY SUCH WARRANTY CANNOT BE DISCLAIMED UNDER THE LAWS OF THE STATE IN WHICH THE COVERED PARTY RESIDES, CUPA LIMITS THE DURATION AND REMEDIES OF ANY SUCH WARRANTY TO ONE YEAR FROM THE DATE OF PURCHASE, TO THE EXTENT PERMITTED BY SUCH STATE LAW.

CUPA'S RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW.

CUPACLAD® KIT IS A NATURAL RAINDRAIN CLADDING SYSTEM, WHICH IN ADDITION TO THE SLATE MANUFACTURED BY CUPA (THE "SLATE"), INCLUDES CLADDING FIXINGS, A SUBFRAME, OTHER ALUMINUM COMPONENTS AND MATERIALS MANUFACTURED BY THIRD PARTIES (THE "KIT COMPONENTS").

THE KIT COMPONENTS CAN BE SOLD BY CUPA OR BY THIRD PARTIES. CUPA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE KIT COMPONENTS INCLUDED WITH THE CUPACLAD® KIT THAT WERE NOT SOLD BY CUPA.

1. WHO IS COVERED BY THIS LIMITED WARRANTY?

Subject to the limitations and conditions set forth herein, CUPA PIZARRAS, S.A.U., a Spanish company, with registered office at La Medua, s/n, Carballeda de Valdeorras, Ourense, having Spanish Tax Identification Code A32225427 ("CUPA"), extends this limited warranty to the buyer that originally purchases a natural slate product from CUPA (the "Product").

CUPA will issue a Product authenticity certificate to the original buyer (the "Authenticity Certificate") upon request. This limited warranty covers the original buyer and the two immediately subsequent buyers of the real property on which a Product has been installed, provided that such subsequent buyer is in possession of the related Authenticity Certificate and provides CUPA with appropriate documentation demonstrating that such buyer is the first or second subsequent buyer, as the case may be (each a "Covered Party").

CUPA warrants that the Slate will be free from the following defects: (a) substantial delamination of the surface (extensive flaking) of the Product; (b) substantial softening/deterioration of the Product; (c) oxidation of the Product; and (d) substantial damage to the waterproofing of the Product.

CUPA warrants the Kit Components against the following conditions: (1) structural damage due to design defects.

2. WHAT DOES THIS LIMITED WARRANTY NOT COVER?

Without limiting any other conditions set out herein, this limited warranty is subject to the following conditions: (a) the Covered Party must obtain and be in possession of a valid, related Authenticity Certificate; (b) CUPA shall have been paid the full amount owed under the relevant Product purchase contract; (c) the Covered Party must install the Products in accordance with Cupaclad

Installation Guideline (available in its website www.cupapizarras.com, as amended from time to time), CUPA's recommendations, and any applicable building codes, laws, rules, regulations and ordinances (collectively, the "Instructions"); (d) the Covered Party must provide timely written notice of a warranty claim to CUPA, as set out in Section 7; and (e) the Covered Party must use its best efforts to provide access to CUPA or any of its representatives to inspect the defective Products.

This limited warranty does not cover any damage due to: (i) transportation; (ii) storage; (iii) improper use; (iv) failure to follow the product Instructions or to perform any preventive maintenance; (v) modifications; (vi) unauthorized repair; (vii) normal wear and tear; or (viii) external causes such as accidents, abuse, or other actions or events beyond CUPA's reasonable control (including without limitation damage caused by impacts of foreign objects, fires, earthquakes, wind, floods, hail, lightning, hurricanes, tornados or any other natural phenomenon or act of God, vandalism or acts of war).

3. WHAT IS THE PERIOD OF COVERAGE?

Regarding the Slate this limited warranty commences on the date of the original buyer's purchase and expires on the one hundredth year anniversary of such purchase and regarding the Kit Components sold by CUPA this limited warranty commences on the date of the original buyer's purchase and expires on the tenth-year anniversary of such purchase (the "Warranty Period"). The Warranty Period is not extended if CUPA repairs or replaces the Product. CUPA may change the availability of this limited warranty at its discretion, but any changes will not be retroactive.

Upon expiration of the Warranty Period, CUPA shall have no liability for any claims, damages, losses or expenses relating to any of its Products and/or CUPA's performance of services, whether such claims arise in breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory.

4. WHAT ARE THE REMEDIES UNDER THIS LIMITED WARRANTY?

With respect to any defective Product during the Warranty Period, CUPA will, in its sole discretion, (a) repair or replace such product (or the defective part) free of charge or (b) refund the purchase price of such Product.

If CUPA elects to repair or replace the defective Product, CUPA will not be liable for any labor or other associated costs. However, CUPA will pay for shipping and handling fees to return the repaired or replacement product to the Covered Party, subject to the same shipping terms of the original sale.

5. LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE THE COVERED PARTY'S SOLE AND EXCLUSIVE REMEDIES AND CUPA'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUPA'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE COVERED PARTY FOR THE DEFECTIVE PRODUCT, NOR SHALL CUPA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, AGENTS OR REPRESENTATIVES, UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE PRODUCTS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CUPA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6. DISCLAIMER

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, NEITHER CUPA NOR ANY PERSON ON CUPA'S BEHALF MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER IN RESPECT OF ANY PRODUCT, INCLUDING ANY WARRANTIES OF: (I) MERCHANTABILITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) TITLE; (IV) NON-INFRINGEMENT; OR (V) PERFORMANCE OF PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COVERED PARTY ACKNOWLEDGES THAT ALL COMPONENTS INCLUDED IN THE CUPACLAD® KIT OTHER THAN THE SLATE HAVE BEEN MANUFACTURED BY A THIRD PARTY AND THAT THE COVE-

RED PARTY IN RESPECT OF SUCH COMPONENTS HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY CUPA, OR ANY OTHER PERSON ON CUPA'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED IN SECTION 1 ABOVE.

7. CLAIMS PROCEDURE

All claims during the Warranty Period that arise out of or relate to the terms of this limited warranty must be received by CUPA in writing within the 30 days following the date upon which the Covered Party knew or reasonably should have known about the facts giving rise to a claim under this limited warranty. Such written notice shall be sent to CUPA at the following address: CUPA PIZARRAS, S.A.U., La Medua, s/n, C.P. 32330, Carballeda de Valdeorras, Ourense.

Without limiting any other conditions set out in this limited warranty statement, such notice must include: (a) the name and address of the Covered Party making the claim; (b) a complete and detailed account of the facts and circumstances giving rise to the claim; (c) documentary evidence of the date the Covered Party purchased the Products; (d) a copy of the Authenticity Certificate and (e) a copy of the Product purchase invoice.

8. SEVERABILITY

If any term or provision of this limited warranty statement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity of any other term or provision of this limited warranty statement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. GOVERNING LAW; DISPUTE RESOLUTION

This limited warranty statement and all matters arising out of or relating to it, are governed by, and construed in accordance with the laws of the State of New York, United States of America. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the sale of the Product, including this limited warranty statement. Any dispute, controversy or claim arising out of or relating to this limited warranty, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be determined by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures. There shall be one arbitrator. Judgment on the award shall be final and non-appealable. The seat or place of arbitration shall be New York City. The arbitration shall be conducted and the award shall be rendered in English. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.

10. ENTIRE AGREEMENT

This limited warranty constitutes the sole and entire agreement of CUPA and the Covered Party with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

CUPA PIZARRAS, S.A.U.