

CUPACLAD KIT LIMITED WARRANTY

CUPA PIZARRAS, S.A.U.

APPLY FROM JANUARY 1, 2021

GENERAL. 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, Spain, having Spanish Tax Identification Code A32225427 (“**CUPA**”) makes the following limited warranty (“**Warranty**”) for natural slate rainscreen cladding system “Cupaclad® Kit”.

CUPACLAD® Kit is a natural rainscreen 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.

CUPA warrants the Slate for one hundred (100) years from the date of the delivery of the CUPACLAD® Kit to the Buyer against the following conditions: (1) substantial delamination of the surface (extensive flaking); (2) substantial softening/deterioration of the body of the slate; (3) oxidation of the slate; and (4) substantial compromising of the waterproofing qualities of slate.

CUPA warrants the Kit Components sold by CUPA for ten (10) years from the date of the delivery of the CUPACLAD® Kit to the Buyer against the following conditions: (1) structural damage due to design defects. If the Kit Components are not sold by CUPA, CUPA does not make any representations or warranties on them.

1. WHO IS COVERED BY THIS WARRANTY. AUTHENTICITY CERTIFICATE

This warranty covers the original buyer, who buys the Cupaclad® Kit from an authorized distributor for the installation of the CUPACLAD® Kit in a project or real estate property, and the two immediately subsequent buyers of the real property on which the CUPACLAD® Kit has been installed, (the “**Beneficiary**”), provided that the Beneficiary 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.

CUPA will issue an authenticity certificate of the Cupaclad® Kit for each project or real estate property upon request of the original buyer.

2. LIMITATION ON WARRANTY

CUPA will **not** be liable for and this warranty does **not** apply to the following conditions:

- Failure by the buyer of the CUPACLAD® Kit to pay CUPA the full amount owed under the Contract;
- Failure to permit access as requested by CUPA to investigate a claim related to this Warranty;
- Failure to follow any oral or written instructions that may relate to the Products;
- Misuse, neglect, or other improper handling or storage of the Products;
- Impact of foreign objects, fires, earthquakes, strong winds, floods, hail, lightning, hurricane, tornado or any other natural phenomenon or act of God;
- Vandalism or acts of war;
- Normal wear and tear;
- Any conditions arising out the work or design or materials provided by others;
- Any problems arising from an installation that do not follow the CUPACLAD Installation Guideline, its recommendations and all applicable building codes, other laws, rules, regulations, and ordinances;
- Any other cause not involving inherent defects in the Products supplied by CUPA.

The above list is not intended to be all-inclusive.

3. CLAIMS PROCEDURE

All claims during the Warranty Period that arise out of or relate to the terms of this Warranty must be received by CUPA in writing within thirty (30) days following the date upon which the Beneficiary knew or reasonably should have known about the facts giving rise to a claim relating to the Warranty. Such written notice should be sent to CUPA at the following address: CUPA PIZARRAS, S.A.U., La Medua, s/n, C.P. 32330, Carballeda de Valdeorras, Ourense, Spain. The written notice must include (a) the name and address of the Beneficiary making the claim; (b) the complete and detailed account of the facts and circumstances giving rise to the claim; (c) photographs of the condition of the product that motivates the claim; (d) proof of the Beneficiary's acquisition date of the CUPACLAD® Kit, (e) a copy of the purchase invoice, and (f) the originals of the warranty document and the authenticity certificate of the "CUPACLAD® Kit". Failure to strictly comply with this claims procedure shall constitute a waiver of any claims purchaser may have under the Warranty.

4. LIMITATION OF REMEDY

CUPA will only provide a remedy under this Warranty if it determines that the CUPACLAD® Kit components have been installed following the CUPACLAD Installation Guideline, its recommendations and all applicable building codes, other laws, rules, regulations and ordinances. CUPA will only then, at its sole option, either (a) provide replacement products, or (b) provide the Beneficiary with a refund of the purchase price of the Products. If CUPA elects to replace the product, CUPA shall not be liable for any labor costs or any other associated costs (except for the cost of delivery, which will be made on the same terms as specified in the original sale). If CUPA elects to provide a refund, the Beneficiary will be obligated to provide CUPA with proof of the purchase price of the replacement products.

In relation to any claim, CUPA may rely on any limit of liability or other term of the contract of supply and raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint purchaser, with the purchaser, under the contract of supply (for this purpose not taking into account any set-off or counterclaim against the actual purchaser under the contract of supply). Nothing in this warranty shall limit or exclude CUPA's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- defective products under the Consumer Protection Act 1987.

Subject as set out above CUPA shall under no circumstances whatsoever be liable to the Beneficiary whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any delay, loss of profit, or any indirect or consequential loss arising under or in connection with the warranty and CUPA's total liability to the Beneficiary in respect of all other losses arising under or in connection with the warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount stated within the contract of supply.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

The Beneficiary acknowledges that CUPA's elected remedy shall be the Buyer's sole and exclusive remedy.

5. NO EXTENSION OF WARRANTY PERIOD

Any remedy provided by CUPA under the Warranty shall not extend the Warranty Period. Any replacement products shall be warranted only for the balance of the Warranty Period remaining at the time the products were replaced. Following the expiration of the Warranty Period, subject as set out above 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.

6. DISCLAIMER OF ALL OTHER WARRANTIES

This warranty replaces all other oral or written warranties, liabilities, obligations, or understandings of CUPA and shall constitute the sole and exclusive remedy for the failure of CUPA'S products. CUPA specifically disclaims any and all other express

of implied warranties, including warranties of merchantability, satisfactory quality performance, or of fitness for a particular purpose. Some states do not allow limitations on, or the exclusions of, incidental or consequential damages, so the above exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

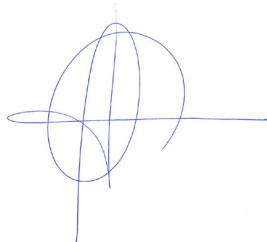
7. SEVERABILITY

To the extent that any provision contained herein is deemed invalid, such determination shall have no effect on the remaining terms and conditions of this Warranty, which shall continue in full force and effect.

8. GOVERNING LAW; DISPUTE RESOLUTION

This Warranty shall be interpreted and governed by the laws of England and Wales, without regard to its choice of law provisions. Any dispute, controversy or claim arising out of or relating to this Warranty, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts of England and Wales which will have exclusive jurisdiction.

FOR CUPA PIZARRAS, S.A.U.



Managing Director