

TRESPA INTERNATIONAL B.V. (“TRESPA”) TEN YEAR STANDARD LIMITED WARRANTY

1 Limited Warranty.

Trespa warrants to the buyer to which Trespa has sold its Panel(s) (the “Buyer”), for a period of ten (10) years after the date of delivery of the Panel(s) to the Buyer, that the Panel(s) conform to the specifications stated in the Material Properties Datasheet for the Panel(s) published on the date of delivery at www.trespa.info. Only the limited warranty specified at www.trespa.info as of the date of initial shipment of the Panels to the Buyer shall be applicable and effective.

2 Remedy.

In the event that a Panel or Panels fail to conform to this limited warranty, Trespa shall, at its sole option and discretion, either repair the defective Panel(s) or furnish replacement Panel(s). The period of limited warranty applicable to a repaired or replaced Panel shall be the remainder of the unexpired period of this limited warranty. If Trespa chooses to repair the defective Panel(s), Trespa must be allowed to make the repair. If Trespa chooses to supply new Panel(s), Trespa is only obliged to supply Panel(s) that matches the colour of the Panel(s) originally supplied as closely as possible and is not obliged to supply an identical colour.

3 Limited Warranty Conditions.

This limited warranty shall be null and void and/or shall be deemed revoked upon any failure to fully adhere to any of the following conditions:

1. the Buyer has paid the price of the Panel(s) in full and has complied with all its (payment) obligations to Trespa;
2. the Panel(s) shall have been installed to meet all applicable building codes and standards, laws and regulations;
3. the storage, transport, processing, application, fabrication, installation and/or maintenance instructions for the Panel(s), specified at www.trespa.info when the Panel(s) were delivered by Trespa to the Buyer have been fully adhered to;
4. upon delivery of the Panel(s) to the Buyer, the Buyer shall have promptly inspected the Panel(s) to determine the presence of any defects that are apparent, or should have been apparent, to the Buyer by a visual inspection, and the Buyer shall have notified Trespa of any such defects in writing within thirty (30) days of the date of delivery of the Panel(s) to the Buyer, or within ten (10) days of first inspection provided such inspection occurs within a year and the Panel(s) have been stored according to the guidelines specified at www.trespa.info;
5. the Panel(s) shall not have been modified or altered following delivery of the Panel(s) to the Buyer except as necessary for proper installation meeting all applicable building codes and standards;
6. for purposes of making a claim under this limited warranty for anything other than a patent defect described above, the Buyer shall have notified Trespa in writing of any alleged defect within thirty (30) days of the date that the Buyer discovered or should have reasonably discovered such defect, and submitted the claim to Trespa accompanied by this limited warranty, and with evidence that the Panel(s) were purchased by the Buyer directly from Trespa; and
7. upon receipt of a claim pursuant to this limited warranty, Trespa shall have been afforded reasonable opportunity to inspect the allegedly defective Panel(s) and the Buyer shall have provided Trespa with any and all information and documentation in the Buyer's possession or control regarding the Panel(s), including information concerning installation and maintenance.

4 Limitations of Damages Exclusive Remedy.

REPAIR OR REPLACEMENT OF DEFECTIVE PANEL(S) SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, TRESPA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR BREACH OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Trespa is not liable for indirect losses, losses incurred by third parties, or losses to the extent covered by any insurance taken out by the Buyer. Removal and reinstallation of Panel(s) repaired or replaced under this limited warranty shall be at the Buyer's sole cost and expense which shall include the following costs: the cost of dismantling a supporting structure, the costs of repairing a supporting structure, the cost of repairing paintwork or materials, and other similar costs. Under no circumstance shall Trespa's liability under this limited warranty exceed the lesser of the following: (1) the sum that is equal to the number of square meters of the defective Panel(s) multiplied by the corresponding price of the Panel(s) in question (excluding VAT), noted on the purchase invoice and paid by the Buyer; or (2) the sum of EUR 500,000 (five hundred thousand euros). This limitation of liability applies to all parties affiliated with Trespa, including but not limited to its officers, directors, employees, affiliated enterprises, suppliers, agents and representatives. All rights and claims that the Buyer has under this limited warranty expire ten (10) years from the date on which the Panel(s) are delivered to the Buyer.

5 Exclusions.

This limited warranty does not cover any defect in any materials or components other than the Panel(s), or damages attributed to causes unrelated to the Panel manufacturing process, including but not limited to incorrect, faulty or improper handling and/or installation, damages caused by or resulting from the combination or assembly of any such other materials or components with the Panel(s), normal weathering, exposure to corrosive elements in the atmosphere, mildew, the use of harmful cleaning compounds, windstorm, sandstorm, natural disaster, riot, vandalism, malicious mischief, impact, unreasonable use, misuse, physical abuse, accidental damage, act of war, terrorism, civil disobedience or any “force majeure” whatsoever.

6 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PANEL(S) PROVIDED ARE SOLD “AS IS,” AND TRESPA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY TRESPA, and supersedes all other warranties, including any based upon oral or written representations. In no event shall Trespa be liable for any claims, costs or damages arising out of or relating to lack of compliance with any applicable code(s) or industry standard(s). All other claims made by the Buyer are excluded. Any transfer or assignment of rights by the Buyer under this limited warranty shall be void. Limitations of liability may be precluded in the event of gross negligence or wilful misconduct on the part of Trespa and/or its management.

7 Governing law and competent court.

This limited warranty shall be governed by and is exclusively subject to Dutch law. The court of law in Roermond in the Netherlands has exclusive jurisdiction to hear disputes arising out of this limited warranty. Treaties and uniform laws pertaining to the international trade of physical goods (which include but are not limited to the United Nations Convention on Contracts for the International Sale of Goods) are excluded.

8 Legal Action.

Any legal action, suit or proceeding against Trespa arising out of or relating to this limited warranty shall be barred if not commenced within one (1) year of the date the Buyer discovered or should have reasonably discovered that a Panel or Panels fail to conform to this limited warranty.