

READYSLATE® LIFETIME 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 Pre-assembled Natural Slate Roofing System “Readyslate”.

Coverage. CUPA warrants the Readyslate system against the following conditions: (1) substantial delamination of the surface (extensive flaking); (2) substantial softening/deterioration of the body of the slate; and (3) substantial compromising of the waterproofing qualities of the system.

Who is covered by this Warranty, Warranty Period. This warranty covers the individual owner and/or owners (who had bought Readyslate from an authorized distributor) of a single-family detached residence on which Readyslate is originally installed (the “Beneficiary”) and to any party to whom the owner transfers ownership as permitted herein, for the owner’s lifetime provided that owner remains a legal occupant of the property according to the strict terms of the relevant real estate title and continuously resides at the property where Readyslate was originally installed (“Warranty Period”).

If the owner is an organization or other legal entity (as opposed to a person or persons), or if the property is other type building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, hotel, apartment building, office building, or multi-use structure, then the Warranty Period will not exceed twenty (20) years from the date of the original purchase of Readyslate.

Warranty Certificate. CUPA will issue a warranty document and an authenticity certificate of Readyslate for each project or real estate property upon request of the Beneficiary. The Beneficiary must request the warranty document and the authenticity certificate, within the three months from the date of the purchase of Readyslate.

Transferability. This Warranty may be transferred once within the first ten (10) years after the original purchases of Readyslate. To maintain coverage under this Warranty, the prospective transferee owner must provide CUPA the following documents within sixty (60) days of transfer of ownership of the property upon which Readyslate was originally installed: (i) legal documents evidencing transfer of the subject property ownership; (ii) proof of the original purchase date of Readyslate; and (iii) proof that the legal property transfer is taking place within ten (10) years of the original purchase. Failure to satisfy each of the requirements shall void this Warranty as of the date the owner transfers ownership of the property upon which Readyslate was originally installed.

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

- failure by the buyer of Readyslate to pay Cupa’s Distributor 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 Readyslate;
- misuse, neglect, or other improper handling or storage of Readyslate;
- installation of Readyslate while the temperature is less than 20 degrees Fahrenheit;
- impact of foreign objects, fires, earthquakes, strong winds, floods, hail, lightning, hurricane, tornado or any other natural phenomenon or act of God;
- excess of heat due to climate change;
- any damage or loss caused by ice backup, ice damming or snow slides;
- breakage caused by pedestrian traffic;
- impact by any element as a result of sports or recreational activities such as: golf, baseball, etc.;
- distortion or warping related to additional or unusual heat sources (such as barbeque grills), including reflections from windows or metallic surfaces and heat buildup caused by non-compliance with local building codes covering ventilation;
- vandalism or acts of war;
- normal wear and tear;
- discoloration or staining related to shading or sap from trees, bushes, plants or any other natural vegetation;
- excessive degradation of the membrane as a result of acid rain, proximity to an industrial environment, the sea, areas with high vehicle traffic, highways or airports;
- discoloration or damage related to chimney exhaust (including, but not limited to, ash);
- exposure to chemicals, paints, solvents, or metals including copper, zinc or any other metal that might discolor;
- damage related to algae or moss, insects, or animals;
- absence of general inspection of the roof and all waterproofing elements;
- absence of regular maintenance and roof cleaning;
- any conditions arising out the work or design or materials provided by others;
- any problems arising from an installation that do not follow the Readyslate 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.

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 Readyslate, (e) a copy of the purchase invoice, and (f) the originals of the warranty document and the authenticity certificate of Readyslate. Failure to strictly comply with this claims procedure shall constitute a waiver of any claims the Beneficiary may have under the Warranty.

Limitation of Remedy. CUPA will only provide a remedy under this Warranty if it determines that Readyslate have been installed following the Readyslate Installation Guideline, its recommendations and all applicable building codes, other laws, rules, regulations and ordinances.

CUPA will only then, at its sole option:

- (a) During the first 10 years, provide replacement of the affected slate modules; or refund of the purchase price of the affected slate modules.
- (b) Ten (10) years after the original purchase of the Product, the amount that Cupa will refund to individual owners will be reduced by dividing the number of months remaining in the Warranty Period by 600 (original warranty months) and multiplying the resulting percentage by the actual original price paid for the affected products. This payment specifically excludes installation costs and all other costs. The minimum payments to individual owners is ten (10) percent of the amount originally paid for the affected products excluding installation costs.

If the owner is an organization or a legal entity or the property is a corporate or collective building, the amount that Cupa will refund will be reduced by dividing the number of months remaining in the Warranty Period by 240 and multiplying the resulting percentage by the actual original price paid for the affected products. This payment specifically excludes installation costs and all other costs.

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).

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

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.

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 or 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.

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.

Governing Law; Dispute Resolution. This Warranty shall be interpreted and governed by the laws of the State of Georgia, 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 the State of Georgia, County of Chatham, which will have exclusive jurisdiction.

FOR CUPA PIZARRAS, S.A.U.

Signature:

Managing Director:

Project name:

Invoice Number:

Date:

Material:

Quantity: