

ABET LAMINATI



Abet Laminati North America MEG Warranty (“Limited Warranty”)

- A. **Limited Warranty.** This Limited Warranty applies to Abet Laminati's MEG Panel(s) and MEG QSP panels (each a “Panel”) that is provided by Abet Laminati to the original purchaser of the warranted Panel(s) identified on ABET Laminati's invoice (“Buyer”).
- a) Subject to the terms and conditions of this Limited Warranty, for installations within the USA or Canada, Abet Laminati warrants to the Buyer for a period of ten (10) years from the installation date that the Panel(s) shall conform with the specifications (physical properties reported on the MEG Panel Informative Technical Sheet for MEG OR the physical properties reported on the MEG QSP Panel Informative Technical Sheet for MEG QSP) in effect at the time the sales contract is executed.
 - b) Subject to the terms and conditions of this Limited Warranty, for installations within the United States and Canada, Abet Laminati warrants to the Buyer for a period of ten (10) years from the earlier of: (1) the date the Buyer or Buyer’s agent takes possession of the Panel(s) from Abet Laminati; or (2) the date of delivery of the Panel(s) to the Buyer (bill of lading date), that the Panel(s) shall be free from defects in material and manufacturing workmanship under normal use and service conditions.
 - c) Subject to the terms and conditions of this Limited Warranty, for a period of ten (10) years (from the date of the original purchase (invoice date), Abet Laminati, warrants to the Buyer that Panel(s), in its original manufactured condition, under normal use and service conditions, when used for its intended purpose, correctly fabricated, properly installed, and maintained according to ABET Laminati's instructions (see MEG or MEG QSP Panel Technical Manual), will not spontaneously split, splinter, rot, or delaminate due to defects in materials or manufacture.

The warranties in this Limited Warranty only apply to Panels that have not suffered damage on account of incorrect or careless transport, storage, machining, application, handling, or installation. Abet Laminati shall not be liable for defective sub- constructions, or installations, as these are outside its influence and control. The determination of whether any Panel(s) fails to conform to this Limited Warranty shall be made by Abet Laminati, at its sole discretion.

- B. **Remedy.** In the event that a Panel or Panels fail to conform to this Limited Warranty, due to a cause directly and solely attributable to Abet Laminati or as otherwise specifically set forth herein, Abet Laminati shall, at its sole option and discretion, either:
- a) supply at no charge replacement products by furnishing new Panel(s) (but expressly not the labor cost, freight, taxes or any other expenses associated with de-installation and reinstallation);
 - b) repair the defective MEG or MEG QSP Panels(s); or
 - c) refund the purchase in an amount not to exceed Manufacturer’s cost of material.

The period of the Limited Warranty applicable to a repaired or replaced Panel(s) shall be the remainder of the unexpired period of the limited warranty set forth in Section A above; therefore

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replacement of [ABET LAMINATI's MEG or MEG QSP] Panel(s) shall not renew the warranty period set forth in Section A above. If Abet Laminati chooses to repair the defective Panel(s), then Abet Laminati must be allowed to make the repair, directly or through a contractor of Abet Laminati's sole choice. If Abet Laminati chooses to supply new Panel(s), Abet Laminati will supply Panel(s) that matches the color of the Panel(s) originally supplied as closely as possible but is expressly and under no condition obliged to supply an identical color.

- c. Limited Warranty Conditions. This Limited Warranty shall be null and void and/or shall be deemed revoked upon any failure to fully adhere to, as determined in the sole and reasonable discretion of Abet Laminati 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 Abet Laminati;
 2. the Panel(s) shall have been correctly fabricated and installed to meet all applicable building codes and standards;
 3. the transport, storage, processing, application, fabrication, installation and/or maintenance instructions for the Panel(s), specified in the MEG or MEG QSP Technical Manuals (downloadable from Abet Laminati website) when the Panel(s) were delivered by Abet Laminati to the Buyer or Buyer's agent, or at the time of delivery of the Panel(s) to the Buyer (bill of lading date), 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 patent defects (meaning any defects that are apparent, or should have been apparent, to the Buyer by a visual inspection), and the Buyer shall have notified Abet Laminati of any such defects in writing within thirty (30) days of the date of delivery (bill of lading date) of the Panel(s) to the Buyer, provided that the Panel(s) have been stored according to the guidelines specified in the MEG or MEG QSP Technical Manual (downloadable from Abet Laminati website);
 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, local laws and regulations as well as all guidelines in the MEG or MEG QSP Technical Manual (downloadable from Abet Laminati website);
 6. for claims alleging defects of any Panels, other than those claims set forth in Section C(4) above (claims described in Section C(4) shall be exclusively governed by the timeframes and obligations set forth therein), the Buyer shall have notified Abet Laminati in writing of any Panels alleged to be non-conforming to the specifications (physical properties reported on the MEG or MEG QSP Informative Technical Sheet in effect at the time the sales contract is concluded), within thirty (30) days of the date that the Buyer discovered, or reasonably should have discovered, whichever is earlier shall occur;
 7. for purposes of making a claim under this Limited Warranty, the Buyer shall have notified Abet Laminati in writing of any claim, within the time periods provided for in Section C(4) or (6) above, as applicable, and submitted the claim written information (presentation of purchasing

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and delivery documents, project data sheet, photographs, documentation describing in detail type and size of damage/s and/or defects, etc.) to Abet Laminati accompanied by this Limited Warranty, and with evidence that the Panel(s) were purchased by the Buyer directly from Abet Laminati;

8. upon ABET Laminati's receipt of the written notice of a claim pursuant to this Limited Warranty, Abet Laminati shall be afforded reasonable time and opportunity to inspect the allegedly defective Panel(s) and the Buyer shall provide Abet Laminati with access to the Panels in question and any and all information and documentation in the Buyer's possession or control regarding the Panel(s), including information concerning correct fabrication, installation and maintenance in accordance with the terms and conditions herein, the terms and conditions of the sale and delivery agreement, the guidelines in the MEG or MEG QSP Technical Manual (downloadable from Abet Laminati website), and all applicable building codes and standards, local laws and regulations; and

9. upon discovery of a possible alleged damage/defect, the Buyer shall provide protection of all the Panel(s) from any and all situations that may cause damage(s), in addition to the alleged damage(s), to the Panel(s) or worsen the alleged detected defects on the alleged defective Panel(s), until the situation is corrected. ANY TECHNICAL INTERVENTION AIMED AT REPAIR THE ALLEGEDLY PATENTLY DEFECTIVE/DAMAGED PANELS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM ABET INC. WILL EXPRESSLY and WHOLLY VOID THIS LIMITED WARRANTY AND ABET LAMINATI SHALL HAVE NO FURTHER OBLIGATION TO BUYER.

- d. Limitations of Damages; Exclusive Remedy. The remedies set forth in Section B shall be the sole and exclusive remedies hereunder and only then in accordance with the terms and conditions provided for herein. Except to the extent prohibited by applicable law, Abet Laminati shall not be liable for any incidental, special, punitive, or consequential damages or for breach of any other warranty, express or implied. Abet Laminati is not liable for indirect losses or damages, losses or damages incurred by third parties, or losses or damages to the extent covered by any insurance coverage obtained 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, but in no event be limited to, 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 all other similar costs. Under no circumstance shall ABET Laminati's liability under this Limited Warranty exceed the lesser of the following:

- a) the sum that is equal to the number of square feet of the defective Panel(s) multiplied by the corresponding price (at the time of Buyer's purchase) of the Panel(s) in question noted on the purchase invoice and paid by the Buyer (excluding all other costs, including, without limitation, all taxes, labor cost, freight or any other expenses associated with de-installation and reinstallation);
- b) the sum of USD 500,000 (five hundred thousand dollars).

All rights and claims that the Buyer has under this Limited Warranty expire as set forth in Section A above.

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e. Exclusions. This Limited Warranty does not cover any defect in any materials or components other than the Panel(s) itself, or damages, in whole or in part, attributed to causes unrelated to the Panel(s) manufacturing process, including, but not limited to:

- incorrect, faulty or improper transport, storage, fabrication, handling, installation, or maintenance by Buyer, Buyer's agents or any third parties;
- damages caused by or resulting from, in whole or in part, the combination or assembly of any such other materials or components with the Panel(s) or damages coming from defects in other materials;
- movement, distortion, collapse or settling of the ground or the supporting structure on which Panel(s) are installed;
- any distortion or warping from exposure to excessive heat sources regardless if the heat source is direct (grills or any other source of open flame) or an indirect/reflective heat source (glass, pools, asphalt, glass-like sea, small lake, etc.).
- any (1) act of God (such as, but not limited to windstorm, sandstorm, flooding, hurricane, tornado, earthquake, lightning or any other kind of natural disaster or weather occurrence), (2) environmental condition (such as, but not limited to, air pollution, normal weathering, exposure to corrosive elements in the atmosphere, animals/birds/insects, falling objects, etc.), (3) exposure to open fire, (3) exploitation in direct water, (4) formation of mildew/mold, (5) the use of harmful cleaning compounds or inappropriate cleaning products, (6) malicious mischief, (7) physical abuse, (8) misuse, (9) riot, (10) vandalism, (11) civil disobedience, (12) terrorism, (13) act of war, (14) any unreasonable use or misuse, or (15) damage resulting from accidental, negligent or intentional acts whatsoever and however caused;
- any consequential, indirect, special, punitive or incidental damages arising out of any breach of this Limited Warranty, or any other oral, written or implied warranty that may apply to the purchase of the Panels, whether resulting from non- delivery or from the use, misuse or inability to use the Panels or from defective Panel(s); and
- any other unexpected event that may cause defects/damages beyond ABET Laminati's control.

In no event shall Abet Laminati be liable for any incidental, compensatory, indirect, special or consequential damage such as loss of profit, expenses for de-installation and reinstallation, and any and all other costs and damages, whether the claim arises under tort law, strict liability, principles of equity, or contract, except those expressly provided for herein.

f. Settlement of Claim. Any refund, repair or replacement by Abet Laminati shall constitute a full and sole settlement and full release of all claims by the Buyer for any alleged defects/damages or other relief and shall be a complete bar to any litigation filed subsequently to any such refund, repair or replacement. Buyer acknowledges this is a material provision of this document, understands the rights (legal or otherwise) being waived by Buyer, and expressly agrees to the same.

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- g. **Disclaimer.** Except as expressly provided herein, the Panel(s) provided are sold "as is," and Abet Laminati 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. That is, Abet Laminati's obligations under this Limited Warranty are in lieu of all warranties (express, statutory, implied, or however else they may arise) and supersedes all other warranties, including any based upon oral or written representations. This Limited Warranty is the sole and exclusive warranty provided by Abet Laminati. In no event shall Abet Laminati 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 or that could be made by the Buyer are expressly excluded and regardless of whether remedy set forth herein fails of its essential purpose or otherwise, Abet Laminati will not be liable for incidental, special, indirect, punitive or consequential damages, including, without limitation, loss of profits or income, or loss of use or other benefits, arising out of or in connection with any agreement between Abet Laminati or any purchase by Buyer of any Panels from Abet Laminati. Any transfer or assignment of rights by the Buyer under this Limited Warranty shall be void. Claims against Abet Laminati under this Limited Warranty may only be brought by ABET Laminati's direct Buyer. End customers or third parties cannot claim directly to Abet Laminati under this Limited Warranty, and must submit any claims to the party from which they purchased or received the product.
- h. **Fully Integrated Agreement.** This Limited Warranty is understood and intended to be the final and full expression of the Abet Laminati and the Buyer's agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between Abet Laminati and the Buyer relating to or arising out of the subject matter of this Limited Warranty. No agent, employee or any other party is authorized to make any warranty on behalf of Abet Laminati in addition to that made in this Limited Warranty.
- i. **Legal Action.** Any legal action, suit or proceeding against Abet Laminati 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.
- j. **Notices.** All notices, requests, demands and other communications provided for by this Limited Warranty shall be in writing and shall be deemed to have been governed at the time when mailed by Federal Express or overnight delivery, return receipt requested, and addressed to Abet Laminati stated below or to such changed address as Abet Laminati may have fixed by providing reasonable notice. Address for Abet Laminati North America N48W37031 E Wisconsin Ave., Oconomowoc WI 53066 Attention: ABET MEG Product Manager
- k. **Severability.** If any provision of this Limited Warranty or the application thereof is held invalid, such invalidation shall not affect other provisions or applications of this Limited Warranty and, to this end, the provisions of this Limited Warranty are declared to be severable. If any provision of it is found to be unlawful or unenforceable, it shall be deemed narrowed to the extent required to make it lawful and enforceable.
- l. **Governing Law.** By submitting the registration card below, the Buyer (i) is agreeing that this Limited Warranty and all related matters and documents shall be construed according to and governed by the laws of the State of Wisconsin, without regard to principles of conflicts of law, (ii) consents to personal jurisdiction in the State of Wisconsin, and (iii) consents to a venue in Wisconsin, for all actions and proceedings with respect to this Limited Warranty and all related matters and documents, and waives any right it may have to assert the

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doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought with respect hereto. **THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, AND/OR ANY DEALINGS BETWEEN THEM.**

For the acceptance of this Limited Warranty, the presentation of this duly signed project data sheet is mandatory upon Buyer's receipt of the Panels. It shall be completed by the parties/companies involved in the project, and sent registered mail to ABET Laminati, N48W37031 E Wisconsin Ave., Oconomowoc WI 53066 Attention: WARRANTY. This project data sheet is the basis for granting the Limited Warranty to the Buyer.

Buyer:	
Purchase order:	
Dealer:	
Date of issue:	
Recipient:	
Color code/s and quantity:	
Overall offer	
Construction period:	
Date installed:	
Fabricator:	
Installer:	
Planning Office:	
Construction Company:	
Project nr.:	
Project name:	
Project address:	
Place:	

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Confirmation of notice and acceptance (prior to commencement of construction) or adherence (after completion of construction) to the ABET LAMINATI Technical Manual:

Fabricator Signature:	Print	Sign
Installer Signature:	Print	Sign
Planning Office Signature:	Print	Sign
Construction Company Signature:	Print	Sign
ABET LAMINATI Signature	Print	Sign