

WARRANTY CERTIFICATE

CERTIFICATE No: _____
Invoice No: _____
Date: _____
Client: _____
Beneficiary: _____

Person responsible for warranty management: **SAC (Customer Service)**

Purpose of the warranty: PARKLEX PRODEMA INT, S.L. (PPI), by means of the present Warranty Certificate, hereby declares to the warranty BENEFICIARY that every NATURCLAD board (hereinafter, the "Product") sold on the said invoice, is free of defects related to material and/or manufacturing errors, and guarantees that their indicated properties shall be maintained throughout the warranty period.

Warranty period: the present warranty covers a period of ten (10) years from the date of purchase.

Conditions that must be met for this warranty to be valid:

- The BENEFICIARY shall not be able to demand the fulfillment of the present warranty as long as the invoice indicated in the warranty remains fully or partially unpaid.
- The present warranty will be valid only in the event that the boards are used, installed and handled while fully abiding by the technical instructions issued by PPI on its web page www.parklexprodema.com, with this being the only and exclusive reference materials. If PPI does not perform the direct installation of the Product, the present warranty only covers defects associated with material and/or manufacturing malfunctions as defined below, but not defects resulting from its installation.
- Additionally, the present warranty will only be valid as long as the loss of property is accredited using the procedure described in the RULES of the Warranty that govern such a loss.

Warranted properties: shall be exclusively limited to color stability, cleaning properties, impact resistance properties and the structural integrity of the product.

Loss of characteristics for warranted properties: Loss of characteristics for warranted properties are understood as the following:

- **Color Stability.** That, after exposure to a radiation of 650 MJ/m², according to standard EN 438-2 Apt.29, the color stability under light in accordance with the grey scale in standard ISO 105-A02 is no worse than THREE (3).
- **Cleaning Properties.** That NATURCLAD boards can be effectively cleaned following the specific instructions provided by PPI on its web page www.parklexprodema.com
- **Impact Resistance.** NATURCLAD meets the requirements of the EN-438:6 standard, according to which a steel ball weighing 324 grams and with a diameter of 42.8 mm thrown from 1800 mm will not cause any apparent damage.
- **Structural Integrity.** That NATURCLAD boards will not present delamination, maintaining the structural integrity of the layers that form the product.

Mandatory warranty extension: as a result of the present warranty, PPI shall only respond before the BENEFICIARY, in the manner and with the limitations described below, excluding any other additional obligation:

- Once the existence of any loss of property has been accredited according to the terms described, and following the procedure established for this purpose in the warranty RULES, PPI shall unilaterally decide whether to repair or replace exclusively those boards affected by such a loss.
- However, it is PPI's exclusive decision to be released from the previous obligation of repairing or replacing the affected boards by means of a financial compensation payment that may vary according to the date on which the loss of properties is confirmed. The payment shall be equivalent to the result of applying a 2.5 factor to the sales price of the boards confirmed to be affected, which appears on the invoice referred to by this warranty, if the loss of characteristics occurs during its first year of validity. The amount of such compensation shall be reduced by 7% annually, for each year that passes between the date on this present certificate and the appearance of the loss of the property under warranty.
- Under no circumstances shall PARKLEX PRODEMA INT, S.L. be obliged to pay compensation to the client for damages that the client may suffer as a result of the defect, whether direct or indirect, consequential damages or loss of profit.
- In all cases, the provisions of the Guarantee Regulation shall prevail should any discrepancies arise between its content and the contractual and/or delivery conditions that may eventually be agreed between Supplier and Client.
- Damages shall only be awarded compensation when the client can prove that the damaged products have been supplied by the manufacturer.

The RULES governing this Warranty are found on the other side, and only apply to this Certificate, in particular with regards to the exclusions of this present Warranty and PPI's limited scope of liability in light of this Warranty.

By subscribing to this present Certificate, the BENEFICIARY hereby declares his acceptance of its contents.

The present Certificate shall only be valid if it is signed by the BENEFICIARY and PPI.

Place: San Sebastian

Date 11/05/2022

PARKLEX PRODEMA INT, S.L.

THE BENEFICIARY

RULES GOVERNING THIS WARRANTY

A. EXCLUSIONS THAT RELEASE PPI FROM ANY LIABILITY

- 1.- PPI's liability to the BENEFICIARY shall be limited to the scope of coverage described on the Certificate.
- 2.- In no event, under the terms of this warranty, shall PPI be liable for the loss of profits on the part of the BENEFICIARY or damages suffered by third parties. The BENEFICIARY shall hold PPI harmless from claims of this nature.
- 3.- The warranty provided by this certificate does not cover PPI's obligation to remedy product property losses if these were evident at the time of product delivery or if they are the total or partial result of:
 - a. The failure to comply, inadequate compliance or untimely compliance with the Technical instructions for its use, installation and handling, storage and maintenance issued by PPI on its web page www.parklexprodema.com;
 - b. The use of the product for purposes other than those intended;
 - c. The mechanization of the material without following the Supplier's technical instructions;
 - d. Product repair by the BENEFICIARY or by third parties;
 - e. The application of any governmental regulation to the product regarding the characteristics or quality of the materials used;
 - f. Predetermined materials, objects, work or construction methods applied or used by third parties other than the manufacturer, or materials and objects supplied by third parties;
 - g. the action or lack of action, whether intentional or negligent, on the guarantee beneficiary's part, or by a third party with or without the beneficiary's consent.
 - h. Parts received by PPI from third parties, if, and in so far as the third parties have no liability or have lesser liability with regards to the manufacturer than the manufacturer has to the BENEFICIARY;
 - i. acts of war and terrorism, wind or sand storms, or other natural disasters, as well as any chemical/physical condition beyond normal environmental conditions, and any other force majeure.
 - j. Other causes not related to the product and/or its assembly, if PPI has performed the assembly and the assembly is also ensured, or if external influences of a chemical, physical, mechanical or other nature intervene.
- 4.- PPI shall not be obligated to fulfill their obligation to remedy product property losses if the BENEFICIARY has not complied with one or more of their obligations to the manufacturer.
- 5.- PPI shall be released from fulfilling any obligations derived from this warranty the moment that the BENEFICIARY or any third party performs any sort of work on the product.
- 6.- In the event that the boards are installed horizontally, the warranty will be five (5) years.

B. CASES OF WARRANTY EXCLUSION DUE TO THE INEXISTENCE OF PROPERTY LOSS

The following shall not be considered to be losses of properties:

- 1.- Differences in quality or tolerances or other product differences that may be considered to be normal and usual, such as, for example, differences in tones and/or vein among different boards, and the knots. The applicable quality standards shall be those that are valid on the date of product manufacture, as specified in Standard EN-438. Any later change to these standards shall not apply.
- 2.- The appearance of minor spots in a lighter tone or the darkening of the wood grain up to 10mm in from the sides of a board. In no event shall such symptoms be construed to indicate loss of adherence or structural integrity for the purposes of this warranty.
- 3.- Differences in aesthetic aspects within each board/ panel, such as differences in brightness, color intensity and shading, transparency or irregularities on the surface only visible under certain angles and lighting conditions.

C. PROCEDURE TO FOLLOW IN THE EVENT OF A LOSS OF PROPERTIES

For the warranty to be enforceable, the BENEFICIARY must follow the procedures described below, which constitute the Claim Procedure.

- 1.- The BENEFICIARY will inform in writing of the alleged loss of property of the product to the commercial agent or delegate with whom he managed the purchase (hereinafter DC) within a maximum period of two weeks from its verification. Notification in writing must always include:
 - The Client's name, address and domicile.
 - The property's address and location, or at least the place where the goods which have been reported to have defects are located.
 - A description of the type of defect, along with photos.
- 2.- The DC shall complete the document form PRG.05.05 within a maximum period of five working days from the receipt of the notification and PPI will open incident file, informing the BENEFICIARY in writing of such action.
- 3.- The BENEFICIARY is obligated, at the request of PPI, to provide the data and any further information necessary for the proper management of the incident as well as other procedures carried out by himself.
- 4.- The client must allow the supplier the chance to inspect the product and to investigate the cause of the defect.
- 5.- PPI will communicate, within a maximum period of two months from the date of opening of the file, the resolution adopted on the incident. The decision may be to:
 - reject the claim;
 - accept the claim in its entirety;
 - accept the claim in part.
- 6.- Acceptance of the claim in its entirety shall obligate PPI to:
 - Specify whether it shall be settled by means of the repair or replacement of the affected product. If applicable, the anticipated date for any necessary work or operations must be informed about.
 - Alternatively, the specification of the amount of the financial compensation for its replacement, with the express statement that it shall be provided within a maximum period of thirty days from the date their decision is communicated.

D. SUBSTITUTING THE BENEFICIARY ON THE WARRANTY

- 1.- PPI's obligation as expressed on the warranty Certificate is only an obligation to the BENEFICIARY identified on the certificate. No third party may require PPI to fulfill the obligations contained on the warranty Certificate. This Certificate may not be transferred to third parties under any circumstance. Furthermore, the rights and obligations derived from this Certificate are not transferable, give no right to compensation and may not be ceded to third parties or executed in any other manner by third parties.
- 2.- As an exception, upon the full cancellation of the Certificate, the Warranty Certificate BENEFICIARY may request that PPI issue another new certificate in favor of a new beneficiary, with PPI having the express power to accept or deny such a request, and to define the terms under which the beneficiary is substituted, in the event that they do accept the request.

E. ADDITIONAL POINTS

- 1.- PPI has sold the product and delivered it to the CLIENT on the delivery date, and the CLIENT has purchased and accepted the product, committing to the payment of the amount indicated on the invoice.
- 2.- In the event that an accepted claim were to result in the replacement or repair of affected panels, the period of the original warranty shall not be changed or extended. New or repaired panels are warranted by the present Certificate until its expiration date.
- 3.- Products removed during replacement or repair shall become the property of PPI.
- 4.- The Spanish version of the Warranty Certificate, as well as the present Rules, shall be the only legally valid version.
- 5.- This warranty shall be rendered null and void if a copy of the Certificate, correctly signed and stamped by the BENEFICIARY, is not received by PPI within a maximum period of ninety days from the date it is issued.

F. APPLICABLE LEGISLATION AND JURISDICTION

- 1.- The interpretation of the present Warranty is exclusively subject to Spanish Law, notwithstanding any international law that must be applied.
- 2.- Any litigation between the parties resulting from the interpretation of the certificate and the warranty rules shall be resolved exclusively by the Courts and Tribunals of San Sebastian (Spain).