



STANDARD PRODUCT WARRANTY STATEMENT

PDM US LLC warrants that, subject to the terms and conditions set out in this document, the products supplied by PDM US LLC (as published in our website www.pdmus.com) will be fit for purpose during the applicable warranty period (our warranty).

Warranty Period:

Our Warranty Period will apply with respect to products supplied by PDM US LLC and before the expiry of 2 years and 6 months after the date of your purchase of PDM US LLC product. Exclusions from our

Warranty coverage:

Our Warranty will not apply:

- (a) to products that are not used, installed or maintained in accordance with our written specifications, instructions, recommendations, shelf life limitations, technical data sheets (as published at www.pdmus.com from time to time) and any recognized general or industry standards, building codes, approvals or regulations applicable from time to time;
- (b) with respect to defects caused by improper storage or installation, sub-standard workmanship, pre-existing conditions, structural failure, structural movement, substrate movement or failure, engineering or design defects, sub-standard or inadequate engineering, inadequate preparation, inappropriate product selection, product tampering, product misuse or abuse, product modification (without our written consent), moisture or water damage, hydrostatic pressure, fair wear and tear, exposure to abnormally corrosive conditions, accidents, fire, entry by vermin or insects, negligence not caused by us or our authorized representatives or acts of God (including without limitation storms, cyclones, floods, earthquakes and other natural disasters);
- (c) to variations of color, shape or texture from those shown on samples, product packaging or marketing materials, or due to exposure to sunlight (unless expressly stated in our technical specification that the product is UV tolerant and still excluding fading due to age or fair wear and tear)
- (d) products used or installed outside North America and Canada; or
- (e) products not sold (wholesale or retail) by PDM US LLC

Our Warranty will be void:

- (a) if our product has been used, mixed or associated with other manufacturer's product/s without our written consent;
- (b) if we, at our discretion, requested access to inspect the relevant site before the commencement of the relevant work or upon practical completion, or to supervise the relevant work from time to time, and that access was not provided to us or our authorized representatives;
- (c) if, once a claim is made, we, or our authorized representatives, are not provided with reasonable access to physically inspect, perform testing and obtain samples with respect to the allegedly defective product;
- (d) if you or any third party has attempted to repair or replace the alleged defect before we are notified of your claim or without our written approval;
- (e) if it is determined that the relevant loss or damage was caused by product/s not manufactured or supplied by us or any other cause other than a manufacturing defect in our product; and

(g) is determined that you were capable of preventing damage or further damage but did not do so.

Large Installations:

Without limitation to the above exclusions and voiding circumstances, our Warranty will not apply to our products used or installed in installations exceeding 10,000 linear feet of our products unless validated in writing by our authorized representative and certified by our Customer Service Department representative within one (1) month after the date of practical completion of the relevant work.

How to file a claim:

Any claim under our Warranty must be notified to us by emailing us at: support@pdmus.com within 7 days after the discovery of the alleged manufacturing defect. Upon being notified, we will provide you with a trouble ticket form to be filled out along with a guide on how to file a claim.

You will bear any costs that you incur in making a claim under our Warranty.

If you make a claim and we determine that the alleged defect is covered by our Warranty, we will bear the cost of any inspections, testing and other work that we carry out or have performed with respect to your claim.

By making a claim, you agree that if we reasonably determine that the alleged defect is not covered by our Warranty, you must immediately upon demand, reimburse us for all of our reasonable documented expenses incurred with respect to your claim, including without limitation the cost of any inspections, testing and other work that we carry out or have performed with respect to or as a result of your claim.

Your exclusive remedy:

Subject to the terms and conditions contained in this document, our Warranty solely covers repair or replacement (at our election) of that portion of our product proven to be defective due to a manufacturing defect. This includes reasonable labor expenses to repair or replace the product (not to exceed your original cost of installation). If replacement product is not available, we may provide a product of a similar grade.

Replacement or repair of a product does not re-start the applicable warranty period:

Subject to our Warranty and any liability we may have which cannot be excluded by law, we do not otherwise accept any liability for any direct loss, indirect loss, consequential loss (including without limitation loss of profits or losses flowing from delays or interruption to business) or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of our product.

General:

This document contains your entire agreement with us in relation to its subject matter. All prior representations (except fraudulent misrepresentations) and agreements are excluded to the extent permitted by law.

This agreement is governed by and construed in accordance with the laws of York County, South Carolina. You submit to the exclusive jurisdiction of the courts of that State with respect to any dispute arising with respect to our Warranty.

Our Warranty may only be varied or extended in writing. Any variations must be approved in writing by our Customer Service Department in order to become binding on us.

Our Warranty cannot be assigned or transferred by you.

If any term of our Warranty is illegal or unenforceable in any jurisdiction, the legality or enforceability of the remaining terms will not be affected or impaired.

PDM US LLC