

PDM US, LLC

LIMITED WARRANTY STATEMENT

Limited Warranty.

PDM US, LLC (“**PDM**”) warrants only to the BUYER of products manufactured and assembled by PDM and as listed on PDM’s website (www.pdmus.com) (the “**PDM Products**”) that PDM Products will conform to prevailing industry standards in the U.S.A. as to quality inspections, composition, quantity and type, and will be free from defects in workmanship and materials for a period of eighteen (18) months from the date of receipt by BUYER of the PDM Products (the “**Warranty Period**”). THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Exclusions.

The PDM Limited Warranty regarding PDM Products will not apply and is specifically excluded with respect to the following:

1. PDM Products that are not used, installed or maintained in accordance with our written instructions, specification, recommendations and technical data sheets as published by PDM from time to time and as set forth on our website – www.pdmus.com;
2. PDM Products which become defective through improper installation, improper storage and adherence to shelf life limitations, structural failure, structural movement, substrate movement, inappropriate architecture, engineering or design, inappropriate product selection, product tampering, product misuse or abuse, unauthorized product modification, moisture or water damage, hydrostatic pressure damage, reasonable wear and tear, exposure to abnormally corrosive conditions including acid rain, accidents, entry by vermin or insects, accidents and *force majeure* conditions;
3. Variations of color, shape or texture from samples, product packaging or marketing materials or due to overexposure to sunlight (unless the technical specifications for the applicable PDM Products includes UV tolerance in which case the PDM Products remain subject to aging and reasonable wear and tear);
4. PDM Products used or installed outside of North America (U.S. and Canada);
5. Products not sold (directly or through authorized distributors) by PDM US, LLC;
6. PDM Products which are not provided to PDM or its authorized representatives, for physical inspection and testing once a limited warranty claim is made; and
7. PDM Products used or installed in one installation or a related series of installations exceeding 10,000 linear feet of PDM Products unless such installation was validated in writing by PDM, or its authorized representatives, prior to installation or within one month of practical completion of the installation or series of installations.

Remedy.

If PDM determines that PDM Products are not in conformity with the PDM Limited Warranty provided herein and provided BUYER returns the PDM Products to PDM’s manufacturing facility in Rock Hill, SC within the Warranty Period, PDM will replace the defective products at no cost to the BUYER. This is the sole and exclusive number for claims under the PDM Limited Warranty. No PDM Products shall be returned without PDM’s prior written approval. In lieu of replacing the defective products, PDM shall have the right, at its sole option, to refund the purchase price therefor.

Limitation of Liability.

Under no circumstances will PDM’s liability in the aggregate to BUYER or any person claiming through the BUYER under any legal theory, including, without limitation, breach of contract or warranty, or commission of any tort, including negligence and strict liability in tort, or claims for indemnification, exceed the purchase price for the applicable PDM Products. BUYER will not have any recourse to PDM for any loss which could have been reasonable mitigated by BUYER. BUYER must commence any action, at law or in equity, against PDM within the Warranty Period. Any exceptions made by PDM the PDM Limited Warranty, exclusions and remedy provisions as a customer accommodation will not constitute a precedent, default or continuing waiver of PDM’s rights. PDM WILL NOT BE RESPONSIBLE TO BUYER OR ANY PERSON CLAIMING THROUGH BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST PROFITS) OF ANY KIND WHATSOEVER, WHETHER ANY CLAIM IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT. PDM SHALL HAVE NO LIABILITY FOR SHIPPING CHARGES, LABOR, INSTALLATION, COSTS OR ANY OTHER LOSSES OR EXPENSES RELATED TO OR ASSOCIATED WITH THE INSPECTION, REPAIR OR REPLACEMENT OF WARRANTED PDM PRODUCTS UNLESS SPECIFICALLY AGREED TO BY PDM.

How to File a Limited Warranty Claim with PDM regarding PDM Products.

To file a claim under our PDM Limited Warranty, you must notify PDM by email at support@pdmus.com, within seven (7) business days of discovery of the alleged defect in the PDM Product. Upon receipt of the notice of claim, PDM will provide you with a trouble ticket form to be completed and additional information about the claim process.

PDM will initially bear all costs of inspection and testing in connection with any claim under the PDM Limited Warranty. If it is subsequently determined that there was not a reasonable basis for submission of any warranty claim, the Buyer submitting the claim shall be responsible for all costs incurred by PDM in connection with its inspection, testing and processing the warranty claim.

Sincerely,
PDM US LLC