

## PDM US, LLC

### LIMITED WARRANTY STATEMENT (VALID FOR NORTH AMERICA ONLY)

PDM US, LLC (“PDM”) warrants only to the PURCHASER of Products manufactured and assembled by PDM, and as listed on PDM’s website (www.pdmus.com), (the “Products”) that 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 PURCHASER of the Products (the “Limited Warranty Period”). THE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS ORAL OR WRITTEN WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Exclusions:** The Limited Warranty regarding Products will not apply to, and is specifically excluded from, the following:

1. Products claimed to be defective where the defect resulted from causes not within PDM’s control or which occurred after shipment.
2. 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;
3. 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;
4. Variations of color, shape or texture from samples, product packaging or marketing materials or due to overexposure to sunlight (unless the technical specification for the applicable Products includes UV tolerance in which case the Products remain subject to aging and reasonable wear and tear);
5. Products used or installed outside of North America (U.S. and Canada);
6. Products not sold by (directly or through authorized distributors of) PDM;
7. Products which are not provided to PDM or its authorized representatives for physical inspection and testing once a limited warranty claim is made; and
8. Products used or installed in one installation or a related series of installations exceeding 10,000 linear feet of 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:** To be eligible for coverage under this Limited Warranty Statement, PURCHASER must return the Products to PDM’s manufacturing facility in Rock Hill, SC within the Limited Warranty Period. If PDM determines, at its sole discretion, that Products are not in conformity with the Limited Warranty, PDM will replace the defective products at no cost to the PURCHASER. This is the sole and exclusive remedy for claims under the Limited Warranty. No Products shall be returned to PDM without PDM’s prior written approval. In lieu of replacing the defective Products, PDM shall have the right, at its sole discretion, to issue a credit to the Purchaser in an amount not to exceed the original purchase price less scrap value.

**Limitation of Liability:** PDM SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH THE PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PDM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PDM BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY PDM FOR THE PRODUCTS WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED. 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 the warranted Products unless specifically agreed to by PDM. PURCHASER will not have any recourse against PDM for any loss which could have been reasonably mitigated by PURCHASER. PURCHASER must commence any action, at law or in equity, against PDM within the Limited Warranty Period. Any exceptions made by PDM from the Limited Warranty Exclusions and Remedy provisions will not constitute a precedent, default, or continuing waiver of PDM’s rights.

**Filing of a Claim:** To file a claim, Purchaser must notify PDM by email at [support@pdmus.com](mailto:support@pdmus.com), within ten (10) days of discovery of the alleged Product defect. Upon receipt of the notice of a claim, PDM will provide Purchaser with forms and additional instructions for completing a warranty claim. Purchaser must provide all requested documents and return the alleged Product for inspection within thirty (30) days of the initial claim filing. Should Purchaser fail to meet any of their obligations related to the prompt, complete and accurate filing of a warranty claim, Purchaser automatically voids any and all claims related to said Product.

**Inspection Costs:** PDM will bear all costs of inspection and testing in connection with a valid claim under the PDM Limited Warranty. If, however, it is determined that the Purchaser’s warranty claim is not valid, the PURCHASER is hereby obligated to reimburse PDM for all costs incurred in connection with its inspection, testing and processing of the invalid warranty claim.