

TecnoCem USA, Inc.

TecnoCem Stucco

LIMITED MATERIAL WARRANTY DISCLAIMERS AND LIMITATIONS OF REMEDIES

TecnoCem USA, Inc. ("Seller") warrants the material manufactured and sold by Seller ("TecnoCem Stucco") as follows:

TecnoCem Stucco, when installed in accordance with Seller's specifications, shall offer the benefits as stated in Seller's official literature under normal weather conditions for a period of five (5) years after delivery. Products manufactured by others are covered only by such warranties as are extended by the manufacturer or supplier of those products and SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES RESPECTING PRODUCTS MANUFACTURED BY OTHERS. Seller assigns to Buyer any and all warranties that are made by the manufacturers and suppliers of the materials that Seller sells, and which are assignable, but Seller makes no representations as to the effectiveness or extent of such warranties and does not assume any responsibility for any matters which may or be warranted by such manufacturers or suppliers.

The OBLIGATION and LIABILITY OF SELLER UNDER THIS WARRANTY IS EXPRESSLY LIMITED TO REPLACING, AT SELLER'S OPTION, EITHER AT ITS FACTORY OR OTHER PLACE SELLER SHALL DESIGNATE, PRODUCTS PROVEN DEFECTIVE DUE TO QUALITY OF INGREDIENTS OR SELLER'S MANUFACTURING PROCESS, UNDER NORMAL USE AND SERVICE, and does NOT in any way cover any associated costs such as the labor involved in replacing such products.

Seller does not warrant against failures caused by mishandling, acts of God, misuse, improper use or storage, improper application, or application on defective or unapproved substrates. Seller's official literature is the only source for the performance specifications of TecnoCem Stucco. No reliance may be placed on any verbal modifications to such literature, whether by a representative of Seller or otherwise. No representative of Seller is authorized to change this Warranty in any way, and no attempt, effort or promise to repair or replace the products of Seller either by Seller or by any representative of Seller at any time shall change or extend this Warranty in any way.

This Warranty does not relieve buyer of any responsibility to comply with the provisions of any local, state or federal law, such as the obligations of a builder under the National Housing Act.

Seller shall have no obligations under this warranty unless Seller is notified in writing within thirty (30) days of discovery of the alleged defects. Seller shall be given authority and allowed a reasonable period of time to remove samples and conduct testing Seller deems necessary to determine the cause of any alleged defect. Buyer shall timely provide temporary repairs to prevent further damage to the structure or building until the cause of the defect is determined and permanent repair recommendations can be made.

THIS WARRANTY STATEMENT IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE PAID PURCHASE PRICE OF THE PRODUCT. SELLER IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER, WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THE THEORIES OF CONTRACT, NEGLIGENCE, TORT, OR STRICT LIABILITY, AND BUYER HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY CLAIM FOR PUNITIVE DAMAGES.

THE WARRANTIES CONTAINED IN THIS WARRANTY ARE GIVEN ONLY TO BUYERS WHO BUY DIRECTLY FROM SELLER AND IS NOT TRANSFERRABLE.

Job Name / Owner & Location

Date Product Applied

Company Issuing Warranty

Batch Number

Official Signature & Title

TecnoCem USA, Inc. Products covered by this Warranty