

**LIMITED WARRANTY 15 years**

This Limited Warranty (the "Limited Warranty") is provided by
EQUITONE co PROMAT Inc. ("Equitone") to:

to: Webster University (the "Owner")

for: EQUITONE [natura] Black - N8965 (the "Product")

Installed at: 8274 Big Bernd Blvd, Webster Groves, Missouri 63119 (the "Property")

Limited Warranty Number: SIN003745

Equitone guarantees the Product, subject to the Limited Warranty Terms and Conditions herein.

This 7th day of August, 20 17

OWNER:

Webster University
470 East Lockwood Avenue
St Louis, Missouri 63102

Signature: Nathan Hutchison

Printed Name: Nathan Hutchison

Conditional Warranty Note: Warranty does not become effective until UNIVERSE receives final payment in full for project.

LIMITED WARRANTY TERMS AND CONDITIONS:

1. The scope of the Limited Warranty.
 - 1.1. This Limited Warranty is effective as of the date set forth on the first page hereof and for a period of fifteen (15) years thereafter (the "Term").
 - 1.2. The Limited Warranty is provided by Equitone and applies solely and exclusively to the Owner or its assigns of the Equitone Product in relation to the Property and there shall be no other third party beneficiaries to the Limited Warranty.
 - 1.3. Owner must retain a copy of the Limited Warranty which will need to be provided at the time the claim is submitted. The Limited Warranty is specific to Owner as evidenced by the Limited Warranty Number listed on the first page hereof (the "Limited Warranty Number"). If a copy of the Limited Warranty is not submitted to Equitone, the Limited Warranty is not enforceable and no liability will arise under the terms on the Limited Warranty.
 - 1.4. Any samples, descriptions or advertising literature ("Product Marketing") Equitone issues are provided and published solely to give Owner an approximate idea of the Product they describe. The Product Marketing is not a party to the Limited Warranty. No oral or written representation or commitment given by anyone, including, but not limited to, an employee, representative or agent of Equitone shall create a guarantee or in any way increase the scope of this express Limited Warranty and shall not form a part of the basis of the bargain.
2. Conditions.
 - 2.1. It is a condition of this Limited Warranty that:
 - 2.1.1. the Product has been designed, stored, installed, fixed and maintained in accordance with the Equitone approved standards and using the normal standards of good workmanship;
 - 2.1.2. the Product has been inspected on a reasonably regular basis, taking into consideration its age and weather and environmental conditions it has been exposed to;
 - 2.1.3. the application of solvents, paints or other cleaning products or processes to the Product or any alteration or repair have been carried out by Equitone.
3. The Limited Warranty and exclusions to your right to claim under this Limited Warranty.
 - 3.1. Equitone warrants that the Product supplied by Equitone for the Property is and will remain Fit for the purpose for which it is specifically intended for the Term of this Guarantee. "Fit" shall be defined as the Product's ability to serve as a fibre cement façade for building exteriors. The Limited Warranty does not apply to any defect in the Product which does not relate to the design and/or manufacture and/or the raw materials used in the production of the Product. This Limited Warranty shall be limited to the Product's intended purpose only and specifically excludes the following:
 - 3.1.1. use of the Product outside the Equitone's recommendations;
 - 3.1.2. any minor or non-material defect of whatever nature;
 - 3.1.3. any efflorescence, discoloration, flaking, excessive organic growth or other changes in the appearance, finish or surface coating of the Product of whatever nature or severity as a result of external conditions at the location of the Property;
 - 3.1.4. abnormal weather or environmental conditions;
 - 3.1.5. direct contact with, or run off from, materials which advance corrosion;
 - 3.1.6. normal wear and tear;
 - 3.1.7. misuse or willful damage, accidental damage or impact however caused;
 - 3.1.8. defects in the underlying construction or design of the Property or structure to which the Product is fixed or settlement, structural movement or subsidence of the Property;
 - 3.1.9. any failure by Owner or a third party to use, treat or maintain the Product in compliance with Section 2 above; or
 - 3.1.10. any negligence of Owner or any third party.
4. Our obligation to refund or replace the Product.
 - 4.1. In the event that the Product fails to comply with the Limited Warranty, Equitone will, at its option, conditioned on the Owner's compliance with the Claim Procedure provided in Section 6 hereof, provide a full refund of Product ("Refund Option") or replace the Product ("Replacement Option"). For the avoidance of doubt, if the replacement option is selected by Equitone, Equitone will not install the replacement product.
 - 4.2. Equitone is committed to a process of continuing product improvement and development. If the Replacement Option is selected by Equitone and an identical replacement Product is not available, Equitone will deliver or make available for collection, the Equitone product which it deems to be the most suitable alternative available from Equitone's range of products.
 - 4.3. The Limited Warranty for any replacement product provided under the Replacement Option shall be effective from the date set forth on the first page hereto and for a period of 15 years thereafter, and shall not be considered to have extended the Term of the Limited Warranty granted hereunder.

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5. Limits to the Equitone's liability under the Limited Warranty.

- 5.1. Owner's sole and exclusive remedy for any breach of this Limited Warranty or negligence by Equitone shall be the Refund Option or the Replacement Option. If Equitone fails to comply with the terms of the Limited Warranty, Equitone's total liability to Owner for such failure shall be limited to the total amount Owner paid for the Product, and shall not include consequential damages or damages resulting from faults and/or defects of design and workmanship.
- 5.2. Except as expressly set forth in this limited warranty, the product is provided to owner "as is". This limited warranty is exclusive and in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose or other statutory warranties, which warranties are expressly disclaimed hereby. Any implied warranties which may not be disclaimable by statute shall last only for the term of the express limited warranty contained herein. In no event shall this limited warranty be construed to cover, nor shall Equitone be liable to owner or any other person for, any consequential, incidental, economic, direct, indirect, general or special damages, which are hereby expressly disclaimed.
- 5.3. The Limited Warranty includes the Product only. The warranties set forth herein are in favor of the Owner only, and there shall be no other third party beneficiaries to this Limited Warranty. Equitone will not be responsible or liable for loss or damage (including costs and expenses) arising from a failure to comply with the terms of the Limited Warranty.

6. Claim Process.

- 6.1. In the event Owner discovers a possible defect, Owner must notify Equitone of the claim within thirty (30) days from the date the defect was identified by the Owner (the "Claim Procedure"). The claim must be in writing and is to include a copy of the Limited Warranty and the Limited Warranty Number. Claims must be sent to Equitone at the following address:
 EQUITONE co. PROMAT Inc.
 1731 Fred Lawson Drive
 Maryville, TN 37801
- 6.2. Following receipt of a claim, Equitone shall be entitled to inspect the Product at the Property. If Equitone considers it necessary, Equitone may remove a representative number of the relevant batch of the Product for testing. Owner is responsible for making the Property and Product reasonably accessible for inspection or for paying the cost to make the Property and Product reasonably accessible for inspection. Under the terms of the Limited Warranty, inspection is to be provided during normal business hours of the authorized Equitone representative.
- 6.3. Equitone will bear the costs of inspection and testing if the Product does not comply with the Limited Warranty. If the Product is determined to comply with the Limited Warranty, Owner shall bear responsibility for the reasonable cost of the inspection and testing.

7. Assignment.

- 7.1. Owner may transfer or assign any of Owner's rights or obligations under these terms to a subsequent owner of the Property ("Owner's Assignee") by delivering written notice of such assignment to Equitone (at the address set forth in Section 6.1 above) within thirty (30) days of any such assignment. The notice of assignment in writing must include the Limited Warranty Number and the name of the Owner's Assignee to whom the Limited Warranty has been assigned. Equitone may transfer all or any of Equitone's rights and obligations under these terms to a successor without the consent of Owner.
- 7.2. Reference to the Owner, in the Limited Warranty, shall refer to the Owner or Owner's Assignee. Owner's Assignee will not be permitted to enforce any term of the Limited Warranty until a written notice of assignment has been received by Equitone in accordance with Section 7.1.

8. General.

- 8.1. The Limited Warranty applies to Products installed only in United States of America ("USA"). The terms of this Limited Warranty shall be governed by and construed according to the law of the State in which the Product is installed and any disputes hereunder shall be submitted to the courts of the State in which the Property sits, and such courts will have exclusive jurisdiction to determine any dispute arising hereunder.
- 8.2. If any USA Court or competent authority decides that any provision, term, clause or sub-clause of the Limited Warranty is invalid, unlawful or unenforceable in any way or to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

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