

4 September 2020

TRICOYA® Certificate of Warranty  
(the "Warranty")  
US and Canada only

Tricoya Technologies Limited  
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## 1 Scope of the Warranty

1.1 This Warranty is provided by Tricoya Technologies Ltd (hereinafter "TTL", which expression shall include its successors or assigns) and applies exclusively for TRICOYA® Panels, meaning the raw medium density fibreboard panel or substrate manufactured using Tricoya® wood elements (hereinafter "TRICOYA"). This Warranty is exclusive to the original purchaser of TRICOYA from TTL and the original owner of any structure on which such TRICOYA purchased from TTL is installed. It is non-transferrable or assignable to any other person.

1.2 TTL warrants that from the date of delivery of the TRICOYA as stated on its invoice (hereinafter the "Date of Delivery"), that the TRICOYA shall comply with its specification (at the Date of Delivery), as contained within the 'Tricoya Datasheet' on its web-site at: <https://tricoya.com/downloads/> or as otherwise provided by TTL and shall remain free of Material Damage (as defined in Clause 2 below) from the Date of Delivery of the TRICOYA for a period of:

(a) 50 years when the TRICOYA is used above ground<sup>1</sup>, as defined by American Wood Protection Association Use Category Designation: UC1, UC2, UC3 or

(b) 25 years when the TRICOYA is used at or below ground level as defined by American Wood Protection Association Use Category Designation: UC4

## 2. Definition of Material Damage

2.1 For the purpose of this Warranty, TRICOYA shall be deemed to have suffered Material Damage if it is shown that in ordinary course of use:

(a) TRICOYA has been materially damaged by fungal decay (for the purposes of this Warranty fungal decay shall mean and be limited to decay caused by fungal species (i) *Coniophora puteana*, (ii) *Gloeophyllum trabeum*, (iii) *Pleurotus Ostreatus* and shall not include common surface mold, mildew or any other organism, bacteria or fungi); or

(b) the maximum swell or shrinkage in one direction is greater than 2.5% during the ordinary course of use; and

(c) in the case of both (a) and (b) above, such that the TRICOYA does not perform its intended function.

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<sup>1</sup> For the avoidance of doubt, where the end product does not comply with established norms for water drainage or water evaporation or is positioned less than 8 inches above ground it shall be deemed at or below ground level and the 25 year Warranty shall apply.

4 September 2020

For the purpose of Clause 2.1 (b) above, swelling and shrinkage can only be validated by removal and testing that the shrinkage or swell is greater than 2.5% from fully saturated to oven dry according to standard tests (details of which are available from TTL), performed by an independent research institute approved in writing by TTL.

### 3. Remedy

TTL shall, at its sole option, either replace, repair or compensate for any TRICOYA which does not comply with the Warranty as set out at Clause 1.2 above and has suffered Material Damage from the Date of Delivery until the expiry of the appropriate period as set out at Clause 1.2 above. Any remedy as provided in this Clause 3 shall be limited to a maximum of the value of the original TRICOYA purchased as invoiced by TTL provided that the value of compensation and TTL's maximum liability under this Warranty shall decrease on the first anniversary of the date of purchase of TRICOYA (as stated on TTL's invoice) and annually thereafter in the following amounts:

- 1/50 each year in respect of the Warranty provided at Clause 1.2(a) above; and
- 1/25 each year in respect of the Warranty provided at Clause 1.2(b) above.

### 4. Exclusions of Remedy and Warranties

4.1 TTL shall under no circumstances be liable, whether in contract, tort (including negligence), breach of duty (whether statutory or non-statutory) or otherwise, for any incidental, economic, exemplary, special, punitive or consequential losses or damages, whether direct or indirect, howsoever arising.

4.2 The statements in this Warranty constitute the only warranties and representations given by TTL and all other express or implied warranties and representations, including any implied warranties and representations of merchantability or fitness for a particular purpose are herein expressly excluded (to the extent that such can be lawfully excluded).

### 5. Conditions

This Warranty shall be subject to the following terms and conditions:

5.1 Claims must be made in writing to TTL within 30 days after discovery of suspected Material Damage, and must be accompanied by this certificate of Warranty, a copy of the relevant invoice(s), a statement identifying the location and describing the suspected Material Damage together with photographs showing the suspected Material Damage.

5.2 TTL reserves the right to inspect the suspected Material Damage in situ prior to the authorisation by TTL, in its sole discretion, of any repair, replacement or compensation. From the date a potential claim is detected, the claimant must take all reasonable steps to protect the TRICOYA from further Material Damage.

5.3 TRICOYA must be stored, installed, handled and/or used (to include its cladding board and panel applications) in accordance with TTL's written instructions within the 'Tricoya Datasheets' and 'Tricoya Brochure' (as contained on its web-site: <https://tricoya.com/downloads/>) or as otherwise provided by TTL and in accordance with all certification bodies codes and building codes adopted by federal, central, state or local governments or government agencies and applicable to

4 September 2020

the installation. Failure to install TRICOYA in accordance with TTL's written instructions will invalidate this Warranty.

5.4 This Warranty does not cover the costs associated with removal of damaged TRICOYA or installation of replacement TRICOYA wood or any remanufacturing costs.

5.5 Failure to follow the procedure in this Clause 5 may invalidate any claim under this Warranty.

## **6. Exclusions This Warranty does not cover:**

6.1 Any use of the TRICOYA in the relevant use class that contravenes the requirements set out in the American Wood Protection Association Use Category Designation: UC1, UC2, UC3 and for the warranty stated in Clause 1.2 (a) above (50 year Warranty) and UC4 for the Warranty stated in Clause 1.2 (b) above (25 year Warranty). Where the end product does not comply with the established norms for water drainage or water evaporation or is positioned less than 8 inches above ground it shall be deemed to be UC4 and the 25 year warranty will apply (see footnote 1 on page 1).

6.2 Any contact between TRICOYA and liquids that have a pH higher than 9;

6.3 Any continual contact between TRICOYA exposed to salt and brackish water (American Wood Protection Association Use Category Designation UC5);

6.4 Any TRICOYA subsequently modified or impregnated, for example by chemical treatments, without the prior written approval of TTL;

6.5 Damage or defects resulting from or in any way attributable to: (a) improper storage, handling, installation or use of the TRICOYA, including but not limited to any damage where TTL's written instructions within the 'Tricoya Datasheets' and 'Tricoya Brochure' (as contained on its web-site: <https://tricoya.com/downloads/>) or as otherwise provided by TTL have not been followed; (b) misuse, neglect, alteration or abuse of the TRICOYA; (c) settlement or structural movement and/or movement of materials to which the TRICOYA is attached; (d) damage from incorrect design of any structure or where the maximum designed wind loads are exceeded for any structure; (e) coatings and/or other finishes as applied to TRICOYA; (f) acts of God, such as hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena; or (g) any cause other than manufacturing defects attributable to TTL.

6.6 Any TRICOYA stored, installed, handled and/or used (to include its cladding board and panel applications) in any jurisdictions outside of the United States of America and/or Canada.

## **7. Geographical Coverage**

This Warranty applies to TRICOYA purchased from TTL and installed or used in the United States of America or Canada.

## **8. Notices**

Any notices or communications to be given pursuant to this Warranty shall be in writing and shall be deemed duly given or made, if delivered by hand or sent by registered post to the registered office address or principal place of business or residence and for the attention of the General

4 September 2020

Manager, with a copy to the Company Secretary. Every notice or communication given in accordance with this clause shall be deemed to have been received, the day of delivery, if delivered by hand and duly receipted OR 14 days after posting by registered post, whichever is applicable. Where such notice or communication is deemed to be given or made outside normal working or business days, such notice or communication shall be deemed to be given or made at the start of the next working or business day.

### 9. Governing Law and Disputes

This Warranty is governed by the laws of England and subject to the exclusive jurisdiction of the courts of England or to arbitration, at the discretion of TTL.