

## STANDARD LIMITED WARRANTY - FENIX NTM® SHEETS

**1. Limited Warranty.** Arpa Industriale S.p.A. or its selling subsidiary ("Arpa") warrants to the buyer to which Arpa has sold its FENIX NTM Sheet(s) (the "Buyer"), for a period of one (1) year after the date of delivery of the FENIX NTM Sheet(s) to the Buyer, that the FENIX NTM Sheet(s) conform to the specifications stated in the Material Properties Data Sheet for the FENIX NTM Sheet(s) published on the date of delivery at [www.fenixntm.com](http://www.fenixntm.com). Only the limited warranty specified at [www.fenixntm.com](http://www.fenixntm.com) as of the date of initial shipment of the FENIX NTM Sheets to the Buyer shall be applicable and effective.

**2. Remedy.** In the event that a FENIX NTM Sheet or FENIX NTM Sheets fail to conform to this limited warranty, Arpa shall, at its sole option and discretion, either repair the defective FENIX NTM Sheet(s) or furnish replacement FENIX NTM Sheet(s). The period of limited warranty applicable to a repaired or replaced FENIX NTM Sheet(s) shall be the remainder of the unexpired period of this limited warranty. If Arpa chooses to repair the defective FENIX NTM Sheet(s), Arpa must be allowed to make the repair. If Arpa chooses to supply new FENIX NTM Sheet(s), Arpa is only obliged to supply FENIX NTM Sheet(s) that match the color of the FENIX NTM Sheet(s) originally supplied as closely as possible and is not obliged to supply an identical color.

**3. Limited Warranty Conditions.** This limited warranty shall be null and void and/or shall be deemed revoked upon any failure to fully adhere to any of the following conditions:

1. the Buyer has paid the price of the FENIX NTM Sheet(s) in full and has complied with all its (payment) obligations to Arpa;
2. the FENIX NTM Sheet(s) shall have been installed to meet all applicable codes and standards, laws and regulations;
3. the storage, transport, processing, application, fabrication, installation and/or maintenance instructions for the FENIX NTM Sheet(s), specified at [www.fenixntm.com](http://www.fenixntm.com) when the FENIX NTM Sheet(s) were delivered by Arpa to the Buyer have been fully adhered to;
4. upon delivery of the FENIX NTM Sheet(s) to the Buyer, the Buyer shall have promptly inspected the FENIX NTM Sheet(s) to determine the presence of any patent defects that are apparent, or should have been apparent, to the Buyer by a visual inspection, and the Buyer shall have notified Arpa of any such defects in writing within thirty (30) days of the date of delivery of the FENIX NTM Sheet(s) to the Buyer, or within ten (10) days of first inspection provided such inspection occurs within a year and the FENIX NTM Sheet(s) have been stored according to the guidelines specified at [www.fenixntm.com](http://www.fenixntm.com);
5. the FENIX NTM Sheet(s) shall not have been modified or altered following delivery of the FENIX NTM Sheet(s) to the Buyer except as necessary for proper processing meeting all applicable codes and standards;
6. for purposes of making a claim under this limited warranty for anything other than a patent defect described above, the Buyer shall have notified Arpa in writing of any alleged defect within thirty (30) days of the date that the Buyer discovered or should have reasonably discovered such defect, and submitted the claim to Arpa accompanied by this limited warranty, and with evidence that the FENIX NTM Sheet(s) were purchased by the Buyer directly from Arpa; and
7. upon receipt of a claim pursuant to this limited warranty, Arpa shall have been afforded reasonable opportunity to inspect the allegedly defective FENIX NTM Sheet(s) and the Buyer shall have provided Arpa with any and all information and documentation in the Buyer's possession or control regarding the FENIX NTM Sheet(s), including information concerning installation and maintenance.

**4. Limitations of Damages; Exclusive Remedy.** REPAIR OR REPLACEMENT OF DEFECTIVE FENIX NTM SHEET(S) SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ARPA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR BREACH OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Arpa is not liable for indirect losses, losses incurred by third parties, or losses to the extent covered by any insurance taken out by the Buyer. Removal and reinstallation of FENIX NTM Sheet(s) repaired or replaced under this limited warranty shall be at the Buyer's sole cost and expense which shall include the following costs: the cost of dismantling a supporting structure, the costs of repairing a supporting structure, the cost of repairing paintwork or materials, and other similar costs. Under no circumstance shall Arpa's liability under this limited warranty exceed the lesser of the following: (1) the sum that is equal to the number of square meters of the defective FENIX NTM Sheet(s) multiplied by the corresponding price of the FENIX NTM Sheet(s) in question (excluding VAT), noted on the purchase invoice and paid by the Buyer; or (2) the sum of EUR 150,000 (one hundred and fifty thousand euros). This limitation of liability applies to all parties affiliated with Arpa, including but not limited to its officers, directors, employees, affiliated enterprises, suppliers, agents and representatives. All rights and claims that the Buyer has under this limited warranty expire one (1) year from the date on which the FENIX NTM Sheet(s) are delivered to the Buyer.

**5. Exclusions.** This limited warranty does not cover any defect in any materials or components other than the FENIX NTM Sheet(s), or damages attributed to causes unrelated to the FENIX NTM Sheet manufacturing process, including but not limited to incorrect, faulty or improper handling and/or installation, damages caused by or resulting from the combination or assembly of any such other materials or components with the FENIX NTM Sheet(s), normal weathering, exposure to corrosive elements in the atmosphere, mildew, the use of harmful cleaning compounds, windstorm, sandstorm, natural disaster, riot, vandalism, malicious mischief, impact, unreasonable use, misuse, physical abuse, accidental damage, act of war, terrorism, civil disobedience or any "force majeure" whatsoever.

**6. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE FENIX NTM SHEET(S) PROVIDED ARE SOLD "AS IS," AND ARPA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ARPA, and supersedes all other warranties, including any based upon oral or written representations. In no event shall Arpa be liable for any claims, costs or damages arising out of or relating to lack of compliance with any applicable code(s) or industry standard(s). All other claims made by the Buyer are excluded. Any transfer or assignment of rights by the Buyer under this limited warranty shall be void. Limitations of liability may be precluded in the event of gross negligence or willful misconduct on the part of Arpa and/or its management.

**7. Governing law and competent court.** This limited warranty shall be governed by and is exclusively subject to Italian law. The court of law in Cuneo in Italy has exclusive jurisdiction to hear disputes arising out of this limited warranty. Treaties and uniform laws pertaining to the international trade of physical goods (which include but are not limited to the United Nations Convention on Contracts for the International Sale of Goods) are excluded.

**8. Legal Action.** Any legal action, suit or proceeding against Arpa arising out of or relating to this limited warranty shall be barred if not commenced within one (1) year of the date the Buyer discovered or should have reasonably discovered that a FENIX NTM Sheet or FENIX NTM Sheets fail to conform to this limited warranty.