



GUARANTEE FOR PLYROCK FROM PLYCEM

I. Guarantee: Plycem Construsistemas exclusively guarantees to the owner (hereinafter referred to as The Consumer) of the structure where Plycem panels (hereinafter referred to as the Product or the Products) are installed or fixed, that the Product has been manufactured pursuant to ISO 8336 and ASTM C1186 standards and, that once it has been manufactured, the Product will be free of material or manufacturing defects and that it will not delaminate, that it is non-combustible, it will not be susceptible to damages caused by termites, during the validity term of the guarantee.

II. Products Covered: The products covered by this guarantee will be those manufactured or sold by **Plycem Construsistemas** under the name of Plyrock to be used in the construction sector, for the uses approved by **Plycem Construsistemas** -described in its Quick Installation Guide and mentioned in clause 5, section iii) of this guarantee (internal walls, external walls, fascia, and facades) and installed according to the manufacturer's recommendations, with the understanding that **Plycem Construsistemas** manufactures and markets products for the construction industry, but it does not participate in the marketing or in providing installation services or their related services; therefore, it is The Consumer's responsibility to hire an individual or legal entity that fulfills the conditions and knowledge required for the correct installation of products without voiding the guarantee.

III. Guarantee Term: The validity term for this Guarantee (the Guarantee Term) will be 10 years as of the date when the Product is purchased and evidenced on the corresponding invoice issued to The Consumer.

IV. Claims: If, during the guarantee term, any Product is proven to be defective, **Plycem Construsistemas** may choose any of the following options: a) repair the defective Product, b) replace the defective Product without including the disassembling or reinstallation expenses, or c) pay The Consumer a compensation -calculated as an amount equal to the current market price for replacing the Product (without including the sales tax) minus the depreciation amount. The depreciation amount will be calculated proportionally to the guarantee term elapsed as of the sales date, considering a 20% value of the current cost as annual depreciation. **Plycem Construsistemas** will be authorized, at its sole discretion, to determine the current market cost for replacing the Product. **Plycem Construsistemas** reserves the right, once the claim and its admissibility have been analyzed, by virtue of the nature of the defect of the Product, to choose the method to enforce the guarantee -according to the aforementioned options.

V. Conditions of the Guarantee: This guarantee will be valid only if all of the following conditions are fulfilled: (i) claims must be made only by The Consumer that submits the original invoice corresponding to the purchase of the Products; (ii) the Product should have been properly transported and stored at any time, after The Consumer purchases the Product and according to the manufacturer's instructions; (iii) the use given to the product corresponds to the following usage system: the panels are fixed with Plycem screws to a metal structure of caliber #20. The joint between each panel is treated with mesh and at least one layer of dry wall mortar -both of Plyrock brand. The rest of the surface is given at least 2 layers of Plyrock mortar or optional, cementitious mortar for dry wall, which should be reinforced with a mesh according to the instructions for residential, commercial, or institutional use indicated in the Plyrock installation manual to obtain the finishing, (iv) the Product should have been installed according to the generic and specific manufacturer's written instructions applicable to the system mentioned in the previous section (iii) Plyrock, pursuant to all the construction codes, regulations, and applicable standards existing at the time of the purchase; (v) the User should notify his claim to **Plycem Construsistemas** in writing, during the first 30 days after finding any defect on the Product, and it should include enough details of the Product such as the defect indicated, its transportation, storage, handling, and installation, purchase invoice, and photographic evidence for **Plycem Construsistemas** to process it; (vi) **Plycem Construsistemas** will be authorized to request as much additional information as reasonably required in regards to the claim; (vii) in case of finding a possible defect in the Product, The Consumer should immediately, at its own cost, take all reasonable measures to protect the Product and the property where it is fixed or attached, until the situation is solved; (viii) as a requirement of **Plycem Construsistemas**, The Consumer will negotiate the authorization for the representatives from **Plycem Construsistemas** to have unlimited access to the Product and to the facilities where it is located or installed, and it will be therefore possible to freely perform the required inquiries for the investigation. The sole submittal of the claim implies the authorization to inspect the site where the Product -which is indicated as having the defect, is installed. In case the access to the property where the Product is installed is denied, the claim will not be processed. The claim should be submitted at the point of sale where the Product was purchased, or at the offices of **Plycem Construsistemas** in your location, or through the following electronic address: mabarca@elementia.com

VI. Exclusions. This guarantee does not cover damages or defects resulting or attributable to: (i) the use or application -on the Products, of paint or coatings different from those specifically approved by the manufacturer; (ii) the inadequate or negligent transportation, storage, or handling of the Products at any time after their sale by **Plycem Construsistemas**; (iii) the inadequate, negligent, or unauthorized use or installation of the Products, or its use or installation different from those specified in the manufacturer's written instructions published at the web site www.plycem.com, or their use or installation in a way that is not compatible with the construction codes, regulations, and applicable standards; (iv) repairs, alterations, or reinstallations of the Products; (v) structural or design defects of the structure where the Products are fixed or incorporated, or earthwork that affect the said structure; (vi) hurricanes, tornados, earthquakes, flooding, falling objects, and other severe natural or weather phenomena; (vii) force majeure or unforeseeable circumstances; (viii) development, on the Products' surface, of moisture, mold, fungi, and the like; (ix) inadequate, negligent, or absent maintenance of the Products or the structures where they are fixed or incorporated; (x) the presence, in the atmosphere or in the structure where the Products are incorporated or fixed, of chemical, biological, acid contaminants, or the like, which have the effect of altering, shifting, or otherwise adversely affecting the appearance or shape of the Products; or (xi) any other cause different from the defects directly attributable to the manufacturer.

VII. Others: (i) in order to guarantee the safety and proper (adequate) use of these Products, **Plycem Construsistemas** will give the buyer the instructions and safety standards for the installation and maintenance of these products. In no case and under no circumstance, **Plycem Construsistemas** will be responsible for resulting accidents or damages, including death or personal damages of any person, or damages to any structure and its contents; and (ii) **Plycem Construsistemas** reserves the right to altering, changing, modifying, or discontinuing any of its products, and it will not be liable to any person as a result of this action or decision.