

## 1. SCOPE AND DURATION OF THE WARRANTY

Plycem Construsistemas Costa Rica, S.A. ("Plycem" or the "Producer"), in its capacity as Producer, guarantees its "Products" for the period indicated below according to the product, as applicable:

COMMERCIAL BRAND	PRODUCT THICKNESS	USE AND APPLICATION	CURRENT GUARANTEE	
PLYCEM® Eureka Tanks	Water tanks	Aerial storage of drinking water	100 years	
	Cisterns	Underground storage of drinking water	100 years	
	Septic tanks	Domestic residual water treatment	100 years	
	Eco-tanks	Domestic/commercial residual water treatment	100 years	
PLYCEM® Eureka Roofs	P7	Residential and commercial roofing	10 years	
	P10	Residential and commercial roofing	10 years	
	Residential /Sevillian roof tiles	Residential and commercial roofing	5 years	
PLYCEM® Ceiling	4	Visible joint and suspended ceilings	6 months	
	5	Visible joint ceilings	6 months	
PLYCEM® interior exposed joint	6	Visible joint ceilings - Visible joint internal walls	6 months	
	8	Visible joint internal ceilings and walls	6 months	
	8	Invisible joint internal walls	30 days	
PLYCEM® Residential Subfloor	20	Residential mezzanine use	30 days	
	11	Molding, trimming or ledge	6 months	
	14	Molding, trimming or ledge	6 months	
	17	Molding, trimming or ledge	6 months	
	22	Shoulder molding or window seat	6 months	
PLYCEM® Decks	25	Shoulder molding or window seat	6 months	
	30	External or internal decking	6 months	
	PLYCEM® Exterior Hidden Joint	6	Invisible joint internal ceilings and walls	6 months
		8	Visible joint internal and external walls	6 months
		10	Internal and external walls, seals or invisible joint fascias	6 months
12		Invisible joint external walls	6 months	
PLYCEM® Interior Exposed Joint	14	Invisible joint external walls	6 months	
	11	External walls and visible joint seals	6 months	
	12	External walls and visible joint seals	6 months	
	14	Roof bases	6 months	
PLYCEM® Roof Sheeting	17	Roof bases	6 months	
	20	Residential and commercial mezzanine	6 months	
	22	Residential and commercial mezzanine	6 months	
PLYCEM® High Performance Subfloor	25	Residential and commercial mezzanine	6 months	
	30	Commercial mezzanine	6 months	
	PLYCEM® Exterior Cement Board	12	External wall residential/commercial use	30 days
11		External walls and fronts	6 months	
14		External walls and fronts	6 months	
PLYCEM® Siding	17	External walls and fronts	6 months	
	8	Slotted-finish internal walls and ceilings	6 months	
	11	Slotted-finish internal walls and ceilings	6 months	
PLYCEM® Slotted	12	Slotted-finish internal walls and ceilings	6 months	
	7/16"= 11 mm	Window edges, Doors, Wall Corners, lower and upper wall edges, paravals	10 years	
	4/4" = 19 mm		10 years	
5/4" = 25.4 mm	10 years			
8/4" = 38 mm	10 years			
Splines (244,305 cm)**	10 years			

The term will be counted from the date of delivery (the "Warranty Period") against possible manufacturing defects, whether in materials, labor used in their manufacture, or hidden defects. Those products distributed by Plycem will have the manufacturer's warranty and the term granted by it.

This Guarantee favors and benefits the consumer exclusively in terms of the Consumer Protection Law

and the successive acquirers of the right (the "Consumer"); therefore, only the Consumer can demand compliance with the rights and obligations established in this instrument to the Producer, with any third party, the users and/or beneficiaries of the same other than the Consumer being expressly excluded from the coverage of this Guarantee. This Guarantee is non-transferable; therefore, it cannot be assigned or transferred in any way to a person, natural or moral, other than the initial Consumer without the prior written consent of the Producer. Any assignment or transfer in contravention of the foregoing shall be null and void and shall have no effect.

This Warranty applies only to Products purchased in the Republic of Costa Rica.

Through the purchase and/or use of the Products, the consent and acceptance of the Consumer and the Producer to the terms and conditions of this Guarantee without exception or limitation, as well as the consumer's willingness to take advantage of the stipulations established in this instrument, is fully perfected. The consumer waives the application of any legislation other than that of the factory.

No employee, agent, distributor or other person is authorized to vary or change the terms of this Warranty, whether oral or written. Likewise, no oral or written information given by Plycem or its agents shall create additional warranties or extensions within the scope of its obligations beyond those set forth in this Warranty, except as set forth in a document signed by a representative or legal representative of Plycem.

**2. LIMITATION OF LIABILITY.** This Warranty is issued exclusively by Plycem in its capacity as Producer and is binding solely on Plycem; therefore, any branch, affiliate, subsidiary, controlling company, shareholder, board member, advisor, employee, director and/or party related, directly or indirectly, to Plycem are expressly released from any warranty and/or from any liability arising of or related to the use, distribution and/or mar

keting of the Products.

The Producer shall in no way be liable, directly or indirectly, for any indirect, incidental, punitive, consequential, special or any other similar damages.

Additionally, the Producer will not be responsible for any damage to property, structures and/or their accessories, damages arising from the incorrect installation of the Product or personal injuries.

The total, maximum and accumulated liability that the Producer may have for any reason related to this Guarantee may not exceed the price paid for Product that is defective or that presents hidden defects. The Consumer waives to make claims to the Producer for a higher amount.

**3. MECHANISMS TO MAKE THE GUARANTEE EFFECTIVE.** To enforce this Guarantee, the Consumer must notify the possible defect or hidden defect of the Product, within five (5) business days after finding any defect or hidden defect covered by it, either in person, by telephone or by email to the following means of contact:

•**E-mail:** [contactplycem@elementia.com](mailto:contactplycem@elementia.com)

•**Address:** 5 KM al Este de Basilica Los Angeles, carretera a Paraíso de Cartago, contiguo a Restaurante Casa Vieja, Costa Rica.

The claim must contain a detailed description of the defect or hidden defect, photos and/or videos of the Product, simple copy of the invoice, order or referral number, place where the Product was purchased, date and address of installation of the Product, contact details of the Consumer and any additional information necessary for the Producer to investigate the claim.

Plycem may request from the Consumer any additional information it deems necessary to investigate the complaint, obliging the Consumer to provide it in the terms required by Plycem, as well as to collaborate, at its expense and cost, with Plycem to carry out the investigation. The Consumer must deliver the defective Product or that presents a hidden defect, at its expense

and cost at its expense and cost, at the address indicated in this section 3. MECHANISMS TO MAKE THE GUARANTEE EFFECTIVE, or at any other address that the Producer indicates.

Once the investigation is completed, the Producer will inform the Consumer whether the claim is appropriate or not and the options available under this Guarantee.

**4. OBLIGATIONS OF THE PRODUCER.** If during the Warranty Period, the Product has manufacturing defects or hidden defects, the Producer may, at its sole discretion: (a) Replace the Product with one of the same kind, similar characteristics or technical specifications, which in no case may be inferior to those of the Product originally purchased; b) recommend a measure of repair or remedy for the product, or (c) Make a refund.

If the claimant is unable to prove the original cost of the defective Product, the Producer shall determine such cost in its sole and reasonable discretion. Replacement or refund pursuant to this Warranty shall constitute the Consumer's sole and exclusive remedy with respect to any manufacturing defect or hidden defect in the Product. The Producer shall not be obliged to reimburse or pay any costs or expenses of work, labor, materials, accessories, storage and/or finishes, costs of internment, customs and the like, derived from the defects covered by this Guarantee.

**5. CONDITIONS.** The coverage of this Warranty will be subject to compliance with the following conditions (collectively, the "Conditions"):

(a) The consumer shall notify the complaint in accordance with section 3. MECHANISMS TO MAKE THE GUARANTEE EFFECTIVE;

(b) The Product must have been installed, used, handled and stored in accordance with the guides, guidelines and recommendations delivered to the Consumer and published on the website <https://www.plycem.com>; (c) Prior to any repair of the Product, the Consumer must allow, at no cost, the Producer and/or its authorized

agents to enter the property where the Product is located and examine, photograph and/or take samples of the Product. If the defect is detected once the Product has already been installed, it must remain so until the corresponding technical visit is made. Any repair made by the Consumer or by third parties on its behalf or contracted by the Consumer without prior authorization of the Producer will void this Guarantee.

(d) If applicable, the Consumer in its duty of due diligence, must provide, immediately and on its own account and expense, the protection of all goods that could be affected once the defect or hidden defect is discovered, and until it is solved.

**6. EXCLUSIONS.** This Warranty does not cover any loss, direct or indirect damage, hidden defect and/or defect resulting from or in any way related to or attributable to:

(a) the storage of the product for a period greater than six months or less in case the warranty term is shorter, counted from the date of purchase (even if the Product is stored in accordance with the recommendations provided by the Producer), and/or published on its website), improper transport, handling, storage and/or installation of the Product or contrary to Plycem's guides, guidelines and recommendations, including, but not limited to, the incorrect installation of fasteners, profiles, wall assemblies, structures or other complementary accessories; (b) Products purchased as surplus clearance; (c) further processing or modification of the Product; (d) negligence, abuse or misuse of the Product; (e) repair or alteration; (f) structural settlement or movement and/or movement or performance of materials to which the Product is attached; (g) damage due to incorrect design of the structure; (h) damage resulting from water infiltration; (i) causes of nature, such as tornadoes, hurricanes, floods, earthquakes, severe weather conditions or unusual weather, hail or any other natural and/or meteorological phenomenon, including any fortuitous event or force majeure; (j) efflorescence; (k) performance of third-party paints and/or

coatings, as well as discoloration or poor performance of any surface coating such as paints, repellents, and veneers, among others; (l) growth of mold, mildew, bacteria or any organism on any surface of the Product (whether on exposed or unexposed surfaces); (m) lack of proper maintenance; (n) use of chemical contaminants, corrosive substances, cleaning solutions, paint or any others not compatible with the Product; (or) other third party deeds; and/or, (p) any other cause, other than defects attributable to the raw material, materials or manufacturing process of the Product. Likewise, this Warranty does not cover any costs related to secondary materials, removal and installation, labor, shipment and delivery of the Product by the Consumer, or any other additional costs and/or costs other than those expressly established by the Producer in it. and/or the Consumer Protection Law.

**7. NON-WAIVER /EXTENSION OF WARRANTY.** Notwithstanding the foregoing, Plycem may extend, expand or enhance the benefits of this Warranty in accordance with the conditions it deems appropriate. Such extension shall apply only to the specific instance in which it is granted and shall not constitute a waiver by Plycem to strictly enforce the exclusions, disclaimers and limitations set forth in this document for any or all other circumstances.

**8. MODIFICATION / DISCONTINUATION OF THE PRODUCT.** The Producer reserves the right to discontinue or modify the Product without prior notice and at any time. In the event that replacement of the Product in accordance with this Warranty is not possible, the Producer will fulfill any replacement obligation under this Warranty by delivering a product of a similar nature and characteristics and of equal or greater value.

**9. CLAIM RESOLUTION.** Any claim for a defective Product or for hidden defects made and settled in accordance with the section shall be deemed to be a

full and final settlement agreement, and a release of liability to the fullest extent applicable by law with respect to any future claim that may arise; therefore, it shall constitute an absolute exception for any future claim, whether in arbitration, litigation or any means of dispute resolution related to the Product that is the subject of the claim. By accepting the replacement or refund derived from the defective product or product with hidden defects, the Consumer irrevocably accepts and waives any claim, complaint, demand, action, instance and/or additional procedure related in any way to the defective Product or product with hidden defects.

**10. DISPUTE RESOLUTION.** For any controversy or dispute arising from the resolution issued by the Producer as part of the procedure referred to in section 3. MECHANISMS TO MAKE THE GUARANTEE EFFECTIVE, the parties must first consult and negotiate in common, the rights violated and try to reach a conciliation or direct agreement by themselves. If the parties do not reach an agreement within a period of thirty (30) business days, any controversy and/or dispute will be resolved in accordance with the procedures established in the Regulations or the Consumer Protection Law, applying in a supplementary manner and in the absence of the above regulations, the Commercial Code.

**11. APPLICABLE LAW.** This Warranty is and shall be construed in accordance with the laws of the Republic of El Salvador, without giving effect to principles of conflict of laws that may require the application of the laws of any other jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Guarantee.

**12. APPLICABILITY.** All parts of this Warranty shall apply to the maximum extent permitted by applicable

law. If any provision of this Warranty is determined to be unlawful, invalid or unenforceable under applicable laws, present or future, such provision shall be fully severable, and the remaining provisions of this Warranty shall remain in full force and effect.

**13. TERM.** The validity of this Guarantee begins on November first of two thousand and twenty-one. Accordingly, this Warranty will only cover Products purchased on or after the Effective Date.