

## Limited Warranty – LIMARTEC® Products and/or Processing

(Annex ./1 to General Terms and Conditions December 2020)

1. In the event of any defects to LIMARTEC® Products as well as to the provided materials in the course of the application of the "LIMARTEC® Processing's" (hereinafter referred to as "LIMARTEC® Processing" or "LIMARTEC® Procedure"), customer's rights towards Interior Proman GmbH (hereinafter referred to as "IPM") shall be enumerated exclusively in this Limited Warranty and IPM's General Terms and Conditions as dated of December 2020. In the event of an inconsistency between this Limited Warranty and IPM's General Terms and Conditions, the provisions of this Limited Warranty shall prevail.
2. IPM represents and warrants that its LIMARTEC® Products as well as LIMARTEC® Processing will at the time of transfer of risk (i) be manufactured in good, workmanlike manner in accordance with the certificate of quality Module D, (ii) possess the feature as described in clause 8; (iii) be free of defects and (iv) be state of the art at the time of conclusion of the Purchase Order.
3. The warranty period shall be 12 months calculated from the transfer of risk.
4. The processing of materials which has been provided from customer to IPM (hereinafter referred to as the "provided materials") constitutes the provision of contract processing (*Lohnverarbeitung*).
5. Before starting the application of the LIMARTEC® Procedure IPM will examine the suitability of the provided materials cursorily and on a sample basis. IPM cannot be held liable for its examination as described above. Beyond the examinations performed cursorily and on a sample basis regarding the general suitability of the provided materials, IPM will not carry out any examinations in respect of other particular features (e.g. color, inhomogeneity, wood defect, damages) of the provided materials. The evaluation of all other features of the provided materials, especially the visual and qualitative nature of it, is under the sole responsibility of the customer. IPM reserves the right to reject, in its sole discretion and without the need of explanation, any request regarding the LIMARTEC® Processing, even if the provided material basically is in the range of the limitations of the data sheet, especially concerning the gravity and the thickness.
6. IPM represents and warrants that the provided materials will be kept under usual climatic conditions (e.g. temperature, humidity) of a non-climate controlled production hall from the time of receipt until its delivery.
7. IPM warrants and represents that the LIMARTEC® Products as well as the LIMARTEC® Processing is carried out in line with the certificate of quality Module D.
8. Furthermore, IPM represents and warrants that LIMARTEC® Products and after the application of the LIMARTEC® Procedure the provided material is fitted with a flame retardant in line with IMO FTP Code 2010 Part 5. IPM does not warrant and represent any other particular characteristics of the provided material other than its flame retardant feature.
9. Minor staining on the surface of the material, which are caused by the processing and handling of the provided material and provided that such staining may be sanded or polished away are not considered as defects and are not covered under this Limited Warranty.
10. Discolorations of the provided material may occur during the LIMARTEC® Procedure. Due to the natural and specific features of wood, e.g. grain, structure, content, gravity and other particular features created in a living tree, discolorations of minor degree can also occur in a single batch of wood or even in a single part of a veneer trunk. Upon request of the customer, samples can be requested in order to assess the likely discolorations. IPM accepts no warranty for any gradual discolorations of the provided material that might occur during the LIMARTEC® Procedure. Changes of the processed products, where the LIMARTEC® Procedure has been applied to, which are caused due to the natural and specific features of wood in conjunction with the aging process of wood, e.g. discolorations due to UV irradiation, are not considered as defects and are therefore not covered under this Limited Warranty.
11. Cracks in the Provided materials might occur or increase due to the LIMARTEC® Processing. Such cracks are resulting from the natural feature of wood and veneer in combination with humidity and are not considered defects and therefore are not covered under this Limited Warranty. The customer is responsible that the junk thereby incurred is included in its own calculations of the clipping.
12. The provision of pre-treated materials: Pre-treated materials are materials treated either by the customer or by a third party commissioned by the customer, by means of dyeing, bleaching or by adding acids, for example, prior to applying the LIMARTEC® Procedure. IPM shall not be held responsible for any discoloration of materials that arises following the application of the LIMARTEC® Procedure to pre-treated materials and that can be traced back to possible pre-treatment work (e.g. if there are any pre-treatment residues on the material). The customer is particularly responsible for ensuring that the supplied materials are free of pre-treatment residues (e.g. bleach or dye residues, acid residues), are protected against water erosion and comply with all other instructions specified by IPM. The customer is solely responsible for the competent execution of all pre-treatment work. IPM assumes no responsibility whatsoever for pre-treatment work, any resulting damages, discoloration or changes to the supplied veneers.
13. For convenience reasons IPM will provide customers, either in written or oral form, with nonbinding guidelines for further processing of the provided material. These guidelines embody experiences gained from tests and reference projects and are solely intended as clarification. IPM shall have no liability whatsoever in respect to any damages of the processed provided material which are based on further processing, even if such further processing has been conducted in line with the nonbinding guidelines.
14. The customer is obliged to conduct its own tests as to further processing of the provided materials, in particular with respect to bonding (*Verklebung*), pickling (*Beizen*) or any other treatment of surfaces and shall be solely responsible thereto. With the exception to the feature of the flame retardant, IPM does not accept any liability with respect to the further processing of the provided materials.
15. Damages of the provided material that underwent the LIMARTEC® Procedure and which may occur after the transfer of risk are not covered under this Limited Warranty. In particular, IPM does not accept any liability for inappropriate storage of the provided material after the transfer of risk, transport, use or misuse, alteration or further processing by the customer or third parties (e.g. repair works) or damages resulting from improper maintenance.
16. This Limited Warranty is excluded if IPM has not received payment in full for the LIMARTEC® Procedure. The liability of IPM is in any event capped with the respective remuneration received by IPM for a particular LIMARTEC® Procedure.