

Logroño (La Rioja, Spain), 23<sup>RD</sup> April 2021

## WARRANTY STATEMENT

**GRUPO GARNICA PLYWOOD, S.A.U.**, a Spanish public company (*sociedad anónima*), duly incorporated and validly existing under the laws of Spain, with registered office at Parque de San Miguel, no. 10, bajo, 26007 Logroño (La Rioja, Spain), registered with the Commercial Registry of La Rioja under Volume 669, Sheet 94, Page LO-12,057, bearer of the Spanish Tax Identification Number (*Número de Identificación Fiscal*) A-84818301 (hereinafter, “**Garnica**”), hereby

### STATES AND DECLARES

That the “**Durable**” range products listed below:

- (i) “**Duraply**” (100% poplar plywood);
- (ii) “**Durapaint**” (100% poplar plywood with MDO overlay);
- (iii) “**Duraprime**” (primed 100% poplar plywood); and
- (iv) “**Duraprime 3.0**” (100% poplar plywood with primed kraft paper overlay).

### Manufactured by:

**GARNICA PLYWOOD BAÑOS DE RÍO TOBÍA, S.A.U.**, with registered address at Camino de Berceo, 26320 Baños de Río Tobía (La Rioja, Spain), registered with the Commercial Registry of La Rioja under Volume 263, Sheet 1, Page LO-995, bearer of the Spanish Tax Identification Number (*Número de Identificación Fiscal*) A-26011114.

**GARNICA PLYWOOD FUENMAYOR, S.L.U.**, with registered address at Carretera Navarrete, no. 20, 26360 Fuenmayor (La Rioja, Spain), registered with the Commercial Registry of La Rioja under Volume 347, Sheet 153, Page LO-3,629, bearer of the Spanish Tax Identification Number (*Número de Identificación Fiscal*) B-26212126.

**GARNICA PLYWOOD VALENCIA DE DON JUAN, S.L.**, with registered address at Carretera de Valencia de Don Juan a Villafer, km 2, 24200 Valencia de Don Juan (León, Spain), registered with the Commercial Registry of León under Volume 756, Sheet 12, Page LE-7,090, bearer of the Spanish Tax Identification Number (*Número de Identificación Fiscal*) B-24321655.

Include a **15-YEAR WARRANTY** against delamination, fungus and xylophage insects, as set forth herein.

**15-YEAR WARRANTY DISCLAIMER:** The 15-year warranty of the “**Durable**” products described herein is disclaimed, and therefore will not apply, regarding (i) cupper tolerant funguses, and (ii) xylophage insects of tropical climates and severe weather conditions.

For the sake of clarity:

- (1) “**Tropical climates**” include any and all kinds of tropical climates, such as, but without limitation:
  - (i) tropical climates in countries such as, but without limitation, Brazil, Venezuela, Colombia, Peru, Ecuador, Bolivia, Chile, Argentina, Panama, Costa Rica, Nicaragua, Honduras, Guatemala, El Salvador, Belize, Mexico, Cuba, Haiti, Dominican Republic, Australia, Papua New Guinea, Indonesia, Malaysia, Philippines, Vietnam, Cambodia, Laos, Thailand, Myanmar, Bangladesh, China, India, Pakistan, Madagascar, Democratic Republic of the Congo, Uganda, Kenya, Rwanda, Burundi, Tanzania,

- Gabon, Central African Republic, Cameroon, Equatorial Guinea, Guinea, Sierra Leone or Liberia; and
- (ii) tropical climates in several areas of a number of countries, such as, but without limitation, Florida, Puerto Rico or Hawaii in the United States of America.
- (2) “*Severe weather conditions*” include extreme, hostile or severe weather conditions, such as, but without limitation:
- (i) desertic climates in countries such as, but without limitation, Ethiopia, Somali Republic, Chad, Niger, Egypt, Libya, Sudan, Mali, Saudi Arabia, Iran, Iraq, Yemen or Oman;
  - (ii) cold climates (e.g., taiga, tundra, etc.) in countries such as, but without limitation, Russia, Canada, Sweden, Finland or Norway, also encompassing the Antarctica and the North Pole; and
  - (iii) severe or extreme weather conditions in several areas of a number of countries, such as, but without limitation, Alaska, California, Nevada, Utah, Arizona, Colorado, New Mexico and Texas in the United States of America, or Greenland in the case of Denmark.

**DISCLAIMER OF WARRANTIES:** All products sold by Garnica (i) are not subject to any representation or warranty of any kind, save solely for the specific warranties set forth herein, and (ii) are sold by Garnica on “*as is, with all faults*” basis.

In particular, Garnica makes no warranty as to merchantability of the products nor as to their fitness for any purpose, and expressly excludes any other warranty, express or implied, arising by operation of law.

Garnica shall not be liable (nor shall any entity of the group of companies of which Garnica is the parent company be held as liable) vis-à-vis the purchaser or any third person for loss of profit or any injuries or damages to person or property, whether in contract, negligence or tort, or from any other cause, or for any incidental indirect or consequential damages resulting from any defect or any handling, sale or use of the products, except to the extent allowed by Garnica as set forth herein. In no event shall the amount to which Garnica is liable vis-à-vis purchaser or any third person for such claims or damages exceed the invoice price of goods shipped or their replacement costs.

Any alteration of the products, whether by treatment or otherwise, without Garnica’ prior written consent, shall void all representations, guaranties or warranties given by Garnica herein.

All warranties given by Garnica run solely to the initial purchaser of the product. Thus, such warranties are not intended to, and do not, run to any subsequent purchaser, nor may they be transferred to any other person, unless otherwise is specifically stated in a writing signed by Garnica.

Purchaser must familiarize itself with all information and precautions disclosed by Garnica, including, but not limited to, (i) the “Good Practice” guidelines brochure at [www.garnica.one](http://www.garnica.one), (ii) the “Good Practice” guidelines for each product (i.e., [Duraply](#), [Durapaint](#), [Duraprime](#) and [Duraprime 3.0](#)), (iii) health and safety information relayed to the purchaser by Garnica, and/or (iv) any other information supplied to purchaser by Garnica or otherwise available to purchaser from Garnica at any time, particularly at Garnica’s website: [www.garnica.one/en](http://www.garnica.one/en).

Any queries or information requests on the “Durable” range products may be addressed to [quality@garnica.one](mailto:quality@garnica.one).

Any reference to representations, guaranties, warranties, disclaimers and/or remedies which is made in labels, packaging, marketing documents, “Good Practice” guidelines and/or any other documentation produced by Garnica will always be exclusively referred to this document and to the terms and conditions included herein.

**REMEDIES:** In the event any of relevant products sold by Garnica to the purchaser is found not to meet this warranty, Garnica shall furnish a replacement product conforming to the said warranty or, at Garnica’s sole election, provide purchaser with a credit in an amount equal to the purchase price of the said product, provided that purchaser delivers to Garnica timely notice of its claim under the applicable warranty, as stated in the next paragraph. Unless purchaser receives written consent from Garnica, no product or material is to be returned to Garnica.

The remedies provided above will be subject to and available only if the following claims and procedures are followed by purchaser:

- (i) purchaser must provide Garnica with a reasonable opportunity to inspect the goods subject to any such claim in an unaltered condition, in order to allow Garnica to evaluate purchaser’s claim in accordance with common market or industry practices; and
- (ii) shipment of the goods must be held intact and specification of the purchaser’s objections, accompanied with a tally of objectionable material, will be submitted directly to Garnica in writing within 30 calendar days after arrival or the claim shall be deemed waived.

Garnica’ sole responsibility, and purchaser’s sole and exclusive remedy in all claims covered by the applicable warranty, will be limited to replacement goods or, at the sole election of Garnica evidenced by a writing signed by an authorized representative of Garnica, a credit or payment of the purchase price of the nonconforming goods.

For the sake of clarity, purchaser may not be entitled to make a claim to the manufacturer of the products (i.e., an entity of the group of companies whose parent company is Garnica) on the basis of the warranty herein granted.

Any legal action purchaser initiates against Garnica for breach of the warranty granted herein must be instituted within six months after delivery of the goods that are the subject of any such legal action.

Claims of defect in goods herein described or listed shall not entitle purchaser to deduct any sum from the relevant invoice nor any future invoices, if any, unless authorized in writing by Garnica, and such invoice or invoices shall be paid in full in accordance with the terms of sale. In the event of subsequent allowance of any such claim, Garnica shall promptly make payment to purchaser for the amount so allowed.