

## GENERAL WARRANTY TERMS AND CONDITIONS

### ALL PRODUCTS OFFERED

#### ATTENTION:

SPECIFIC RECOMMENDATION FOR APPLICATION AND OTHER DETAILS IN PERFORMANCE FOR EACH PRODUCT, PLEASE SEE TECHNICAL INFORMATION FOR THE SPECIFIC PRODUCT YOU ARE INTERESTED IN. THE WARRANTY, TERMS AND CONDITIONS FOR EACH PRODUCT CAN BE FOUND IN THE PRODUCT SPECIFICATION AND TECHNICAL INFORMATION.

THE INFORMATION BELOW IS A GENERAL CONDITIONS APPLICABLE TO ALL PRODUCTS.

1. The data shown in technical specification(s) and published on the web site are typical results from tests conducted on samples randomly taken from production runs and may be updated without notice. Data, values, and technical information shown in technical specification(s) should be considered representative or typical only and should not be used for specification development. The user should do trial application and, if necessary, lab tests for the specification development.
2. Many factors beyond Calem Technology control and uniquely within user's knowledge and control affect the use and performance of CT products, (including but limited to CT Tape, CT Foil, CT Glass or CT Plast). User is solely responsible to evaluation of the products sold by Calem Technology and determining whether it is fit for a particular purpose and suitable for user's method of application. The user should make necessary tests and trial-application of the product to confirm suitability for user's special purpose, conditions and method of application. Calem Technology does not guarantee results from use of any products or other information and expressly deny liability from any possible damage or loss resulting from the use or application of the products. No warranty, expressed or implied under any legal or equitable theory is given regarding the merchantability, fitness for particular purpose, or otherwise with respect to the products referred to.
3. Calem Technology warrants that each Calem Technology product meets the applicable Calem Technology product technical information at the time Calem Technology ships the product. CALEM TECHNOLOGY MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. If Calem Technology product does not conform to this warranty, then the sole and exclusive remedy is, at Calem Technology option, replacement of the product or refund of the purchase price for the product that does not conform to this warranty.
4. The product should be stored in the original packaging material at +20°C (+/- 5°C) and 40-60% relative humidity and protected from direct sunlight, heat and moisture. Shelf life: To obtain best performance, use this product within 12 months from date of shipment.
5. Self adhesive tapes are designed for sealing applications only. In the instance when the sides of the joint are subject to mechanical stress, both sides should be securely positioned using appropriate fasteners or hangers prior to the self adhesive tapes application. The warranty is waved if installed product is subject to mechanical stress after the application.
6. Calem Technology warranty that the originally labelled, packed and shipped Calem Technology products are free from defects in material and workmanship at the time of shipments. Should any failure to conform to this warranty be discovered within 3 (three) months after the issue date of the original shipping document, Calem Technology shall, upon notification thereof and substantiation that the product have been stored and applied in accordance with the above requirements, at Calem Technology discretion, replace or credit the product's purchasing price equivalent for the product that does not conform to this warranty.
7. Calem Technology does not guarantee particular colour code or color matching for product front or back surface or backing or liner. Colours are shown as an example only and may differ from presented photos or samples. THERE IS NO OTHER WARRANTIES, EXPRESS OR IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS OF THE COLOUR OF THE SUPPLIED MATERIAL FOR A PARTICULAR COLOUR MATCHING, PURPOSE OR APPLICATION.

Due to factors beyond Calem Technology control including, but not limited to compound or material variation, weathering, ageing, etc., the materials such as plastics, paper, aluminum and or other CT products, (including but limited to CT Tape, CT Foil, CT Glass or CT Plast) may be subject to varying degrees of colour variation, change or fading (discoloration). The texture and colour variations in supplied materials are beyond Calem Technology control and do not constitute a material defects and are not subject to warranty.

Calem Technology reserves the right to discontinue or modify any of its products, including the colour thereof at any time without giving notice.

8. Detailed description of the quality claim should be presented in writing within 15 days from the date of discovery. Samples of the product(s) in question in the unaltered factory packaging should be collected from the original purchaser warehouse within 20 days from the date of claim by the Calem Technology representative or independent third party agency. The quality claim parameters under question of the product(s) collected by the Calem Technology representatives or independent third party agency, as mentioned above, should be tested in the eligible independent third party laboratory and presented as a part of the claim. Proof of purchase, shipping document and documentation confirming storage and application conditions should be presented along with the samples and high resolution photos. The subject of the claim should be described in details and should be witnessed by the independent third party international agency (Bureau Veritas, Cotecna). If requested by Calem Technology, the original purchaser must grant reasonable access for inspection of the product and a job site by the Calem Technology representative. The user shall not make any alteration or repair to the installation (application) of CT Tape, CT Foil, CT Glass or CT Plast product before it will be inspected by the Calem Technology representative or independent third party agency, as described above.

9. UNDER NO CIRCUMSTANCES WILL CALEM TECHNOLOGY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCTS OR DAMAGE TO PROPERTY, ARISING OUT OF THE PURCHASE OR USE OF IT'S PRODUCTS. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ASSERTED BY THE ORIGINAL PURCHASER, DISTRIBUTOR OR USER OF THE PRODUCTS WHETHER ASSERTED AS BREACH OF WARRANTY, BREACH OF CONTRACT, BREACH OF SALES OF GOODS ACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY.

10. Custom labelled, clean core, OEM products with marking and labelling altered by the customer requirements should be inspected for quality of the material and workmanship by the buyer at the time of delivery of the product to the buyers premises. No product quality claim will be considered after 7 days of the delivery for custom labelled, clean core, OEM products and/or with marking and labelling altered by the customer requirements. Ordering customer of such products should proof beyond reasonable doubts that the above mentioned products were supplied by Calem Technology Inc.

The foregoing Warranty and Limited Remedy and Limitation of Liability may be changed or amended only by a written agreement signed by authorized officers of Calem Technology and buyer.

Please also refer to the technical information for individual product warranties.