

Except as stated below, Global Integrated Flooring Solutions, Inc. (“**Global IFS**”) warrants to the purchaser and/or owner of the applicable product (the “**Purchaser**”) that (A) the TecCrete panels, stringers, pedestal bases and heads will be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of shipment, (B) Magna-Lock products will be free from delamination for a period of two (2) years from the date of shipment, and (C) all other Global IFS products will be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment. All claims under this limited warranty must be made within such periods.

Global IFS disclaims any warranty with respect to aesthetic consistency of the Global IFS Architectural Grade panels or any of the Magna-Lock natural finishes products, including, without limitation, the consistency of appearance among like products, consistency with any samples provided by Global IFS, or consistency with other Global IFS projects. Many Global IFS products are made from natural products and moderate shade and color tone differences will occur.

The Limited Warranty does not cover the equipment and materials not manufactured by Company; the warranty for those items shall be limited to only such warranty furnished by the manufacturer thereof as may properly be assigned to Purchaser. This warranty covers only the Global IFS material and not any installation labor. The Limited Warranty is not transferable or assignable and any attempted transfer or assignment is void. All claims under the Limited Warranty shall be made only and directly by Purchaser to Company.

This limited warranty does not cover normal wear and tear of parts or damage or loss resulting from misuse, accident, neglect, improper installation or maintenance. In order to qualify for this warranty coverage, the Global IFS products must be installed, used and maintained strictly in accordance with the instructions, specifications and recommendations contained in Global IFS's literature. This limited warranty does not cover products (including Magna-Lock products) that are not installed and used in accordance with Global IFS's Written Specifications, Installation Instructions and Maintenance guides.

If Purchaser claims that the Global IFS products do not conform to this limited warranty, it must, at Global IFS's option, either return any defective parts to Global IFS with freight or other transportation costs prepaid or allow Global IFS's personnel to inspect the Global IFS products at the site of their installation or use. If, after inspection, Global IFS determines that the Global IFS products do not conform to this limited warranty, Global IFS in its sole discretion will choose to (a) repair the Global IFS products without charge to Purchaser, (b) replace the Global IFS products without charge to Purchaser, or (c) repay to Purchaser an amount equal to the purchase price paid by Purchaser to Global IFS. The warranty period for repaired or replaced components shall be the remainder of the original warranty period. Purchaser understands and agrees that its sole and exclusive remedy for breach of warranty is the remedy of repair, replacement or refund as set forth herein. **THE FOREGOING REMEDIES ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND GLOBAL IFS' SOLE AND ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.**

**THE WARRANTY ISSUED TO PURCHASER HEREUNDER IS THE ONLY WARRANTY PROVIDED BY GLOBAL IFS AND IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS, ALL OF WHICH ARE HEREBY DISCLAIMED. PURCHASER HEREBY WAIVES ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE NOTWITHSTANDING ANY PRIOR STATEMENT, WRITTEN OR ORAL. GLOBAL IFS MAKES NO OTHER WARRANTIES REGARDING THE QUALITIES OF ITS PRODUCTS OR THE MATERIALS INCORPORATED THEREIN.**

*Purchaser understands and agrees that in no event shall Global IFS be liable to Purchaser or to any third party for any consequential, incidental, special or punitive damages or losses, whether direct or indirect, arising out of or occasioned by the purchase, use, installation, repair, or replacement of the Global IFS products, whether such damages are based on a claim for breach of express or implied warranty, tortious conduct, or any other cause of action, whether or not foreseeable and whether or not Global IFS has been advised of the possibility of such damages. Under no circumstances will Global IFS's liability exceed the purchase price paid by Purchaser to Global IFS for the defective Global IFS products.*

This limited warranty shall be construed and the obligations of Global IFS shall be interpreted in accordance with the laws of the State of Michigan without regard to the conflicts of laws thereof. Any controversy or dispute arising out of or related to this limited warranty shall be addressed and settled in accordance with the process set forth in Global Integrated Flooring Solutions Inc. Terms and Conditions of Sale (the “**Sales Terms**”). This Limited Warranty is issued pursuant to, and in connection with, the Sales Terms, and, except to the extent, if any, that this Limited Warranty directly conflicts with the Sales Terms, this Limited Warranty is subject to all applicable provisions of the Sales Terms. Purchaser confirms that no other warranty terms have been extended by Company or are applicable to the deliverables. Changes or extensions to the terms of the Limited Warranty are binding only if confirmed in writing by Company's duly authorized representative of the Company.