

## Limited Warranty

### SCG Smartboard



1. WARRANTY. The Siam Fibre-Cement Co., Ltd. (“**The Siam Fibre-Cement**”) warrants, for a period of ten (10) years commencing on the date of the original invoice serving as proof of purchase of SCG Smartboard (the “**Product**”) in the Philippines (the “**Warranty Period**”), that the Product is free from defects arising from defective factory workmanship or materials under the normal use. In addition, The Siam Fibre-Cement warrants that the Product will not crack, rot or delaminate, and will resist termites when it is properly installed and maintained in accordance with The Siam Fibre-Cement manuals and guidelines (the “**Warranty**”).

This Warranty shall extend exclusively to (i) the first retailer of the Product; (ii) the first owner of the structure to which the Product is applied; and (iii) the first transferee of the structure to which the Product is applied from the transferor who is a project developer (each a “**Covered Person**”).

2. UNDERTAKING. If a Covered Person makes a claim that the Product is found to be defective in factory workmanship or materials during the Warranty Period, The Siam Fibre-Cement reserves the right to inspect the Product to determine the validity of the claim. The Siam Fibre-Cement, in its sole discretion, shall have the following options (i) repair; or (ii) replacement of the defective portion of the Product; or (iii) reimbursement of the original price of the defective portion of the Product which price shall be based on the original invoice to the Covered Person. If the original retail price cannot be established to The Siam Fibre-Cement’s reasonable satisfaction, the reimbursed amount shall be determined by The Siam Fibre-Cement in its sole and reasonable discretion.

The Siam Fibre-Cement’s repair, replacement, or reimbursement of the original price of the defective portion of the Product shall serve as the exclusive remedy for the Covered Person under this Warranty. THE SIAM FIBRE-CEMENT WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR, ACCESSORY MATERIALS OR ANY OTHER COSTS.

3. CONDITIONS OF THE WARRANTY. Coverage under this Warranty shall be subject to the following terms and conditions:
  - (A) For the Warranty to be applicable, the Product must be installed according to: (i) The Siam Fibre-Cement’s installation requirements and (ii) in strict compliance with all laws and regulations adopted by federal, state, or local governments or government agencies applicable to the installation. In addition, the Product must have been maintained in accordance with The Siam Fibre-Cement manuals and guidelines.
  - (B) The Covered Person must provide written notice to The Siam Fibre-Cement within thirty (30) days after the date of the first discovery of any claimed defect covered under this Warranty (the “**Notice**”). The Notice must describe the location, the details of the claimed defect, the date of the first discovery of such defect, and any additional information necessary for The Siam Fibre-Cement to investigate the claim. Photographs showing the claimed defects of the Product may be attached to the Notice to further support the claim. The Siam Fibre-Cement may request the person making the warranty claim to show sufficient proof that he is the Covered Person defined under this Warranty. No claim shall be made if the defect is discovered after the expiration of the Warranty Period.
  - (C) Upon discovery of the defect, the Covered Person must immediately, and at his own expense, provide for protection of all properties that may be affected by the defective Product until the claimed defect has been remedied. Before any permanent repair of the Product is made, the Covered Person must allow The Siam Fibre-Cement or its authorized agent to enter the property and structure where the Product is installed to examine, take photos, and collect samples of the Product. Any repair or replacement of the Products initiated by or on behalf of the Covered Person without prior authorization from The Siam Fibre-Cement shall void the Warranty.

- (D) This Warranty shall not be transferable.
- (E) In the event that The Siam Fibre-Cement chooses to repair the Product, such repair shall not extend the Warranty Period under this Warranty.
- (F) In the event that The Siam Fibre-Cement chooses to reimburse the Covered Person for the Product, The Siam Fibre-Cement reserves the right to require the return of the Product to it.
4. WHAT IS NOT COVERED. This Warranty shall not cover damage or defects resulting from or in any way attributable to: (i) improper storage, shipping, or handling of the Product; (ii) installation of the Product in a manner not in strict compliance with the conditions of this Warranty as set forth in Section 3 of this Warranty and/or improper installation of studs or other accessories onto the Product; (iii) further processing, modification or alteration of the Product after shipping from The Siam Fibre-Cement; (iv) accident, neglect, abuse, or misuse of the Product; (v) repair or alteration of the Product including removal of the Product from any installation; (vi) settlement or structural movement and/or movement of materials to which the Product is attached; (vii) damage arising from incorrect design of the structure to which the Product is attached; (viii) usage exceeding maximum designed wind loads of the Product; (ix) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather, unusual climate conditions, or other natural phenomena; (x) efflorescence, peeling or performance of any third party paints, stains and/coatings; (xi) growth of mold, mildew, fungi, bacteria, or any organisms on any surfaces of the Product (whether on the exposed or unexposed surfaces); (xii) lack of proper maintenance; (xiii) ordinary wear and tear; or (xiv) any causes other than defects in material and workmanship attributable to The Siam Fibre-Cement.
5. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE SIAM FIBRE-CEMENT BE LIABLE FOR OTHER CLAIMS, DAMAGES, AND/OR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGES, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OTHER THAN THOSE EXPRESSLY COVERED BY THIS WARRANTY.
6. LIMITATION OF WARRANTY. THIS WARRANTY SHALL SERVE AS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. THE SIAM FIBRE-CEMENT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Warranty shall not extend beyond the time period of any such implied warranty as imposed by the applicable law.
7. ENTIRE AGREEMENT. This Warranty contains and represents the only warranty extended by The Siam Fibre Cement for the Product. No employee or agent of The Siam Fibre-Cement or any other party is authorized to make any other warranty in addition to those made in this Warranty.
8. MODIFICATION OR DISCONTINUATION OF PRODUCT. The Siam Fibre-Cement reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or replacement of the Product pursuant to this Warranty is not possible, The Siam Fibre-Cement will fulfill any repair or replacement obligation under this Warranty with a product of equal or greater value.
9. HOW TO OBTAIN WARRANTY SERVICE. Contact SCG Marketing Philippines, Inc., Unit 903 Fort Legend Tower, 3<sup>rd</sup> Ave. cor. 31<sup>st</sup> St., Bonifacio Global City, Taguig, Philippines 1634, T:+632 501 8639; 501 8634, F: +632 501 8635