

FORTINA WARRANTY



TECHNICAL INFORMATION

Fortina Warranty > p. 1

1. Limited Warranty:

For Toppan Products used according to the “Conditions of Use” specified in Section 2 of this Exhibit B, Toppan shall warrant the below during the limited warranty period set forth in this Section 1 (the “Warranty”) except as specified in Section 3 of this Exhibit B as exclusions or limitations.

- i. No significant blister and peel for the Warranty Period; and
*It is intended for the defects that have peeled off in their natural condition after installation.
- ii. No color fading in excess of the second grade of grey scale defined in ISO 105-A03
*Grey scale evaluation should be done by Toppan.

Warranty Period: Ten (10) years from the date of delivery of the Product from Toppan or the manufacturer on behalf thereof. In case of breach of this warranty (the “Breach” or “Breaching”), B&N has a right to obtain certain remedy pursuant to Section 4 and Section 5 in this Exhibit B from Toppan.

Except to the extent prohibited by applicable law, the warranty is made in lieu of all other warranties, rights or conditions, express or implied, including, but not limited to, any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose and those arising from a course of dealing, custom or usage of trade. B+N is responsible for determining if a product is suitable for its particular purpose and application methods. the warranty set forth herein constitutes the sole remedy of B+N and of the sole responsibility of the Toppan for Toppan products.

2. Conditions of Use:

- i. Toppan Products dedicated for exterior application are suitable for using exterior decoration except for horizontal area or in extreme weather conditions.
- ii. Toppan Products dedicated for interior application are designed for interior decoration and shall not be used in a place exposed to direct sunlight, strong artificial light such as mercury lamp or floodlight etc.
- iii. Toppan Products should be treated with the requirements of proper instructions thereof.
- iv. Toppan Products operation should be done complying with any local, state, municipal, provincial, or federal laws pertaining to the use, storage, processing, application, distribution, and disposal of Toppan Products.

3. Exclusions and Limitations:

Disclaimer: When the Toppan Product falls under the following cases, it shall be handled for a fee even during the above Warranty Period. Toppan is not responsible for any breach of the Warranty not reported during the Warranty Period. The Warranty also does not apply to any Toppan Products ordered by B&N before the date of this Agreement.

- i. Defects that occur intentionally or accidentally, or during processing or installation.
- ii. Defects attributable to fabrication, processing, assembling, operation, management, or maintenance conducted by a third party employed without regular arrangement.
- iii. Defects such as deterioration of Toppan Products caused by members or auxiliary materials not involved in use of Toppan Products.
- iv. Defects caused by the use of Toppan Products installed in an environment other than the specified and reasonably recognized service environment and operated beyond the prescribed level of performance.
- v. Defects of Toppan Products caused by external factors like attributable to deformation of the building structure.
- vi. Aging change of Toppan Products or any of its components such as wear and tear, aging deterioration, such as denaturation or discoloration, or rusting, molding or other defects associated with these.
- vii. Defects attributable to rust.
- viii. Damage due to location of a special environment such as a hot spring, incineration plant, or swimming pool facility or industrial area where special gas, heat, acid, alkali, or salt is used or generated. Area where salt damage occurs or area where water splash constantly occurs because of proximity to a lake or river area where flue dust or chemicals such as metallic powder, stone powder, or agricultural chemicals are attached or accumulated, and damage by environmental pollution.
- ix. Damage by natural disasters such as typhoon, flood, earthquake, lightning, or icicle.
- x. Defects attributable to phenomena technically unforeseeable in commercialization of Toppan Products.
- xi. Defects attributable to animals such as dogs, cats, birds, or mice.
- xii. Defects attributable to relocation, repair or remodeling of Toppan Products conducted by the Purchase.
- xiii. Defects caused by repaired area like touch-up paint has been applied.
- xiv. Damage caused by cleaning with inappropriate tools such as scrubbers or brushes or with chemicals.
- xv. Damage aggravated as a result of initial damage or defects left unattended for a long time.
- xvi. Defects caused by the failure of appropriate maintenance after delivery.
- xvii. Defects caused by use of Toppan Products for purposes other than the originally intended use or defects caused by a method of use different from the intended use.
- xviii. Defects caused by no use of authentic accessories or members or by use of members other than our own.
- xix. Defects including damage attributable to illegal conduct such as crime.
- xx. Defects due to improper storage after product delivery (for example high-temperature and humidity at storage in a place, long-term storage that exceeds the Warranty Period, and defects due to water, stacking, exposure to direct sunlight, extremely low temperatures and etc.).
- xxi. Problems caused by condensation due to natural phenomena or living environment, expansion and cracking or breakage due to freezing, expansion and contraction due to temperature difference, twisting, etc.
- xxii. The loss by delivery delays or nonfulfillment of this product due to natural disasters, wars, riots, transportation accidents, epidemics, and other sudden matters.
- xxiii. Defects due to operational errors, improper adjustments, or improper maintenance after product delivery.
- xxiv. Defects caused by electrical equipment such as heat generated from lighting equipment, air conditioners etc.
- xxv. Defects caused by the installation that doesn't follow the Fortina standard installation methods or proper settlement.
- xxvi. Defects caused by thermal elongation of aluminum substrate due to temperature changes.

TECHNICAL INFORMATION

Fortina Warranty > p.3

4. Claims Procedure:

If B&N discovers an alleged Breach of the Warranty in a Toppan Products, and notify Toppan of such in writing with (i) sufficient details of such alleged Breach; (ii) the related purchase order number; (iii) the address of the installed product and date of installation; and (iv) other detailed information regarding the allegedly Breaching Toppan Products within thirty (30) days of the discovery and during the Warranty Period, Toppan shall investigate whether there is any Breach in such Products. B&N shall return the subject allegedly Breaching Toppan Products for investigation together with the notification above, and shall allow Toppan to inspect them at the installed site.

5. Remedies

5.1 If Toppan confirms that there is Breach on the Toppan Products upon the investigation set forth in Section 4 of this Exhibit B, Toppan shall, at its discretion:

- i. repair the Breaching product;
- ii. replace the Breaching product; or
- iii. refund the price paid to Toppan for the delivery of the subject Breaching product pursuant to the refund policy set forth herein.

In case of replacement, Toppan shall deliver, at Toppan's sole cost and expense, the replacement to B&N at the location to be agreed between the Parties within Territory. In case of refund, the refund price shall decrease in accordance with the following schedule:

Elapsed time from the beginning of the warranty period	Percentage of the price to be refunded
Within 2 years	100%
More than 2 years within 4 years	80%
More than 4 years within 6 years	50%
More than 6 years within 8 years	30%
More than 8 years within 10 years	10%

5.2 The Toppan Products replaced pursuant to Section 5.1 of this Exhibit B shall be subject to the same warranties, the same conditions and the same remedies as the original Toppan Products, provided that the Warranty Period therefore shall be the balance of the applicable Warranty Period relating to the replaced Toppan Products.