

# Warranty Agreement

THIS LIMITED WARRANTY (the "Warranty") is entered into by the individual, legal entity, and/or company named on the PO Agreement, attached hereto and incorporated by reference herein, (the "Owner/Purchaser"), and GTO Aluminum (the "Company" or "GTO") effective as of the date noted on the PO Agreement (the "Effective Date").

## Section 1. Warranty

1.1 Express Warranty. GTO expressly warrants that the product(s) listed on the Purchase Order and Purchase Order—Invoice, attached hereto and incorporated by reference herein, (the "Product Name") is free from manufacturing defects in material or workmanship, and offers a limited warranty, as described below, during the Limited Warranty Period, as further defined in Section 2.3. When the Product Name is installed in accordance with GTO specifications and instructions and properly and regularly maintained by abiding by the Required Maintenance, as further described in Section 2.6, such Product Name is guaranteed against the following defects, subject to the terms and conditions and limitations as described below:

1.1.1 Warping. The Product Name is guaranteed to be free of any Warping that is not associated with the substrate and/or structure to which the GTO system is attached. For the purposes of this Warranty, "Warping" shall be defined as the buckling and/or warping of the Product Name exceeding one sixteenth (1/16) of an inch out of plane per linear foot and is visibly contorted upon completed installation.

1.1.2 Corrosion. When installed under reasonable and ordinary atmospheric conditions suitable for such installation, and in accordance with GTO specifications and instructions, the Product Name is guaranteed against substantial rusting and corroding. Reasonable and ordinary atmospheric conditions exclude hostile and destructive environments, such as, without limitation, environments containing chemical fumes or other harsh, eroding, and destructive elements.

1.1.3 Cracking. The Product Name is guaranteed against substantial cracking of the finish.

1.1.4 Chalk Resistance. The Product Name is guaranteed against substantial chalking of the Product Name's finish in excess of that represented by No. 8 rating on the ASTM D4214.

1.1.5 Color Retention. The Product Name is guaranteed against Color Change of the finish. For the purposes of this Warranty, "Color Change" shall be defined as a color change of the Product Name's finish greater than five (5) CIE Lab  $\Delta E$  units calculated in accordance with ASTM 2244, section 6.3, and such color change shall be measured and assessed on the Product Name's exposed surface, which must first be cleaned of any substance, such as, without limitation, oil, grease, chalk, oxidized film, and/or other contaminants.

## Section 2. Terms and Conditions

The above listed defects shall be warranted by GTO during the Limited Warranty Period subject to the following terms and conditions:

2.1 Repair or Replace. In the event that GTO finds the Product Name to be defective in material or workmanship during the Limited Warranty Period, GTO shall, in its sole and absolute discretion, repair or replace the defected portion of the Product Name in such a manner that is ordinarily reasonable to correct the defect, and such repair and replacement shall serve as the sole and exclusive remedy in such circumstance. GTO SHALL NOT BE HELD LIABLE OR RESPONSIBLE TO PAY FOR OR REFUND OWNER/PURCHASER FOR ANY COSTS RELATED TO THE LABOR OR INSTALLATION FOR REPAIRED OR REPLACED PRODUCT NAME. Shipping costs for any repaired or replaced Product Name shall be paid by Owner/Purchaser.

2.2 Refund. In the event GTO finds, in its sole and absolute discretion, that the Product Name is defective in material or workmanship during the Limited Warranty Period, but such Product Name cannot reasonably be repaired or replaced, GTO shall refund an equal or lesser amount of the Owner/Purchaser's original cost of the Product Name that has been found defective, which shall serve as the sole and exclusive remedy in such circumstance. Under no circumstance shall GTO's liability under this Warranty be greater than double the total corresponding Product Name cost, excluding sales tax, as noted on the Purchase Order—Invoice.

2.3 Limited Warranty Period. For the purposes of this Warranty, "Limited Warranty Period" shall be defined as the period of time commencing on the Effective Date and exactly twenty (20) calendar years thereafter. Upon the expiration of the Limited Warranty Period, GTO shall have no obligation to replace or repair any defected Product Name.

2.4 Applicability. This Warranty shall only be applicable to the Owner/Purchaser. At the time of this Warranty's redemption, Owner/Purchaser must have purchased the original Product Name, as noted on the Purchase Order and Purchase Order—Invoice, and must own the property that such Product Name is affixed to, and such redemption may only be accepted during the Limited Warranty Period.

2.5 Transferability. As an exception to Section 2.4 above, this Warranty is transferable only when the new owner submits to GTO proof of the original date of purchase, and when in compliance with this Warranty's terms and provisions. Transfer of this Warranty entitles the new owner coverage of the Product Name for three (3) years, commencing on the date of transfer and ending three (3) calendar years thereafter, or at the end of the Limited Warranty Period, whichever end date occurs first.

2.6 Required Registration. For this Warranty to take full effect, Owner/Purchaser must register the Product Name by entering the registration number associated with the purchase, as provided by GTO (the "Registration Number"), within ninety (90) days of the Effective Date on GTO's website at <https://gtoaluminum.com/warranty-registration>. If, for any reason, GTO fails to provide Owner/Purchaser with the Registration Number, it is the sole responsibility of Owner/Purchaser to obtain the Registration Number from GTO before the end of the 90 days by contacting GTO directly. If, for any reason, a Registration Number is unable to be provided to Owner/Purchaser, the invoice number, as noted on the Purchase Order—Invoice, may be used in lieu of the Registration Number.

2.7 Required Maintenance. For this Warranty to take full effect, Owner/Purchaser is required to properly and regularly maintain the Product Name in accordance with the required

maintenance as listed on GTO's website at <https://gtoaluminum.com/care-maintenance> (the "Required Maintenance"). The Required Maintenance shall be documented and submitted to GTO at [info@gtoaluminum.com](mailto:info@gtoaluminum.com) upon the redemption of this Warranty. GTO shall review Owners/Purchaser's maintenance documentation and determine, in its sole and absolute discretion, whether the Required Maintenance obligations have been fulfilled by Owner/Purchaser.

2.8 Redemption. Owner/Purchaser shall provide GTO written notice, along with any documentation and proof of Required Maintenance, if applicable, within thirty (30) days of the discovered defect, and must seek authorization from GTO to process any claims for repairs or replacements. Claims must be submitted to GTO via email at [info@gtoaluminum.com](mailto:info@gtoaluminum.com). Any and all claims must provide proof of purchase (i.e., PO Agreement, Purchase Order, and/or Purchase Order—Invoice). GTO shall have the right to, within a reasonable amount of time, inspect the damaged Product Name for verification before the claim can be fully processed and redeemed.

### **Section 3. Exclusions**

This Warranty shall not extend, cover, or apply to the following:

3.1 Mishandling. GTO SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR REPAIRING AND/OR REPLACING ANY PRODUCT NAME THAT ARE MISHANDLED OR IMPROPERLY INSTALLED, AND/OR ANY COSTS RELATED TO IMPROPER LABOR, INSTALLATION OR MISHANDLING OF GTO'S PRODUCT NAME.

3.2. Marine Use. The Product Name is not constructed for marine use, such as, without limitation, use on boats, ships, or offshore platforms, and no Product Name used in such manner shall be covered by this Warranty.

3.3 Harsh Conditions. The Product Name is not constructed to be continuously exposed to harsh conditions and corrosive or aggressive atmospheric conditions, such as, without limitation, environments containing harsh chemicals, chemical fumes, excessive salt and/or salt water, or other harsh elements, and such use of any Product Name shall not be covered by this Warranty.

3.4 Fading. Any discoloration and/or fading that occurs as a direct result of natural environment and/or conditions shall not be covered by this Warranty.

3.5 Variations in Pigmentation. GTO's Product Name is uniquely designed to resemble natural wood tones, colors, and textures, and may result in slight variations of pigmentation. This Warranty shall not extend to or cover any claim regarding slight variations in pigmentation due to GTO's unique designs.

3.6 Natural Causes. Any and all damage to Product Name caused by fire, explosion, drought, hail, earthquake, wind storm, rain storm, other natural causes or acts of God, falling objects, external forces, riots, civil commotions and/or protests, acts of war, and/or any other causality that is outside GTO's control shall not be covered by this Warranty.

3.7 Improper Care. Any damage to Product Name caused by careless use, installation, mishandling, shipping, handling, processing, and/or lack of Required Maintenance shall not be covered by this Warranty.

Any information or suggestion by GTO with respect to the Product Name concerning applications, specifications or compliance with codes and standards is provided solely for reference purposes and are made without any representation as to accuracy or suitability.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY GTO IN CONNECTION WITH THESE PRODUCT NAME. GTO CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT NAME, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCT NAME SOLD BY GTO ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY GTO IN WRITING. OTHER THAN THIS WARRANTY AND ITS TERMS AND CONDITIONS SET FORTH HEREIN, GTO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. GTO'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE NON-CONFORMING PRODUCT NAME, OR AT THE OPTION OF GTO, RETURN OF THE PRODUCT NAME AND A REFUND OF THE PURCHASE PRICE. OWNER/PURCHASER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT NAME PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCT NAME OR SUBSTANCES.

#### **Section 4. General Matters**

4.1 Limitation of Liability. No claim by the Owner/Purchaser of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Product Name in respect to which damages are claimed. IN NO EVENT SHALL GTO BE LIABLE TO OWNER/PURCHASER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT NAME SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

4.2 Choice of Law and Forum. This Warranty shall be governed and construed in accordance with the laws of Nevada, without giving effect to any conflict of law rules or other rules that might render Nevada law inapplicable or unavailable, and all claims relating to or arising out of this Warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Nevada, without giving effect to any conflict of law rules or other rules that might render Nevada law inapplicable or unavailable, with Clark County, Nevada serving as the exclusive venue for any related action or proceeding.

4.3 Binding Arbitration. Any and all disputes shall be resolved by binding arbitration via the American Arbitration Association (AAA) in Clark County, Nevada.

4.4 Entire Agreement. This Warranty sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof.

4.5 Enforceability. If any term, provision, or condition contained in this Warranty shall, to any extent, be invalid or unenforceable, the remainder of this Warranty shall not be affected, and

each and every other term, provision, and condition of this Warranty shall be valid and enforceable to the fullest extent permitted by law.

4.6 Attorney's Fees. If any action or proceeding is brought by either party under this Warranty, the prevailing party shall be entitled to recover from the other party any and all attorneys' fees and costs.

4.7 Headings. The headings of sections and subsections within this Warranty are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such sections or subsections.