

Pango™ Wrap Limited Warranty

Issuer: STEGO TECHNOLOGY, LLC (“Stego Tech”)

This Pango Wrap Limited Warranty (“the Warranty”) applies only to the Pango Wrap Underslab Physical Termite Barrier product.

Warranty Terms and Conditions

1. Pango Wrap Warranty

Subject to the limitations set forth below, Stego Tech warrants that Pango Wrap: (a) will exclude underslab Termite infestation caused by Termite penetration of the Pango Wrap for a period of five (5) years from the Date of Installation; (b) is constructed without the use of any chemical termiticides; and (c) meets all of the requirements for its designated ASTM E1745 classification.

This Warranty is the sole Warranty given by Stego Tech or its Affiliates as to Pango Wrap. All installations or uses of Pango Wrap automatically activate this Warranty. If you do not wish to be bound by the terms of this Warranty, please return the Pango Wrap for a full refund. Otherwise, all installations will be presumed to have agreed to the terms herein.

2. Notice and Claims

Any Claim for damaged or defective product, or any Claim pursuant to Paragraphs 1(b) or 1(c) of this Warranty must be made by notifying Stego Tech a reasonable amount of time PRIOR to Date of Installation in order for Stego Tech to evaluate the Claim and Replace the Pango Wrap, if necessary, before it is installed. Such Replacement (or, at Stego Tech’s option, refund of the purchase price) shall be your sole and exclusive remedy for any such Claim.

Any Claim under Paragraph 1(a) must be Certified and must be: (a) made within sixty (60) days of the date discovered or the date it should reasonably have been discovered; and (b) made no later than five (5) years from the Date of Installation.

3. Warranty and Conditions to Coverage

This Warranty excludes any defect or damage caused by: (a) faulty or improper installation of the Pango Wrap, including the failure to comply with published specification and installation recommendations in effect at the time of installation; (b) improper use, storage or site conditions (e.g noncompliance with the terms of the Pango Wrap Material Safety Data Sheet); (c) any below-concrete slab or similar activity, and any other maintenance, repair, alteration or new installation to the Building that occurs after the completion of the original installation that impacts the Pango Wrap; (d) damage caused by non-Stego Tech materials; (e) factors beyond the reasonable control of Stego Tech or its Affiliates, including, but not limited to, natural disasters such as lightning, floods, windstorms, seismic disturbances, hurricanes, tornadoes, or impact of foreign objects or other violent storms or casualty; (f) damage resulting from any form of misuse, abuse or negligence; (g) damage resulting from exposure to chemicals or other materials that degrade or destroy the Pango Wrap; (h) structural defects or failures in the Building to which the Pango Wrap is installed.

Stego Industries, LLC is the exclusive Sales and Marketing Representative for Pango™ Wrap and accessory products, which are owned by and manufactured for Stego Technology, LLC, a wholly independent company from Stego Industries, LLC.

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Your sole remedy under this Warranty is, at Stego Tech’s option: (a) refund of the purchase price paid; (b) replacement of so much of the Pango Wrap as Stego Tech deems necessary; or (c) replacement of Structural Timber within the Building which has been rendered structurally unsafe, as determined by Stego Tech, solely as a result of damage caused exclusively by a failure of the Pango Wrap in breach of this Warranty.

4. Warranty Exclusions

Except where prohibited by law, this Warranty and the remedies expressly stated herein are the exclusive warranties and remedies provided to you with respect to the Pango Wrap and supersede any prior, contrary or additional representations, whether oral or written. No representative, distributor, dealer or any other person is authorized to make, or makes any warranty, representation, condition or promise with respect to the Pango Wrap. **ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED – WHETHER EXPRESS, IMPLIED, OR STATUTORY – INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.**

In no event shall Stego Tech or its Affiliates be liable for any incidental, special, indirect, consequential damages, including but not limited to lost income or loss of use. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or any other legal or equitable theory.

5. Repair or Replacement Limits

The maximum liability under the Warranty for any Claim shall be \$50,000.00. However, in the event that the purchase price of the Pango Wrap exceeds \$50,000.00 under Paragraph 3(a) above, then in that situation ONLY, Stego Tech shall refund the full verified purchase price in excess of \$50,000.00, if necessary.

6. Severance

If any provision in this Warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of the Warranty.

7. Dispute Resolution

It is the intention of the parties to use their reasonable best efforts to informally resolve, where possible, any dispute, claim, demand or controversy arising out of the performance of this Warranty by mutual negotiation and cooperation. In the event that the parties are unable to informally resolve a dispute, the Parties agree that such disputes shall be completely and finally settled by submission to arbitration before a single arbitrator under the Judicial Arbitration and Mediation Services (JAMS) Arbitration Rules then in effect. Good faith mediation shall be a condition precedent to initiating arbitration. Unless the parties agree otherwise, the arbitration shall take place in Orange County, California, U.S.A. The award of the arbitrator shall be in writing, shall be final and binding upon the parties, shall not be appealed from or contested in any court and may, in appropriate circumstances, include

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injunctive relief. Judgment on such award may be entered in any court of appropriate jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce that award may elect. The prevailing party shall be entitled to recover its attorney fees and costs. This Agreement shall be governed in all respects by the laws of the State of California without regard to the conflict of law provisions thereof. Neither party will consolidate, or seek class treatment for any action unless previously agreed to in writing by all parties.

Definitions

“*Affiliates*” means Stego Tech affiliated entities, partners, joint venturers, suppliers, vendors, subcontractors, representatives, and agents.

“*Building*” means the building above which Pango Wrap was installed, as verified by Stego Tech.

“*Certified*” means that you have investigated whether Termites have penetrated the Pango Wrap in breach of this Warranty and obtained and provided a qualified inspector report confirming evidence exists of such a penetration.

Stego Tech reserves the right to independently verify any Claims.

“*Claim*” means a claim for relief under the Warranty.

“*Date of Installation*” means the date Pango Wrap was installed, as verified by Stego Tech.

“*Notice*” means written communication notice to Stego Tech as provided in this Warranty.

“*Repair*” means to remediate to the extent deemed reasonable and necessary by Stego Tech.

“*Replace*” means to substitute to the extent deemed reasonable and necessary by Stego Tech.

“*Stego Tech*” means Stego Technology, LLC, a California limited liability company with its principal place of business located at 216 Avenida Fabricante, #101, San Clemente, California 92672.

“*Structural Timber*” means timber providing vertical or lateral support for the Building, as determined by Stego Tech.

“*Termite*” or “*Termites*” means subterranean termites only.

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