



# DRAGO® SEALANT LIMITED WARRANTY ISSUER: STEGO INDUSTRIES, LLC (“Stego”)



Applicable Date: January 10, 2022 | Revision Date: N/A | Version Number: 1.0

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This Drago® Sealant Limited Warranty (this “Warranty”) commences on the Effective Date and is limited to Drago® Sealant (for the purposes of this Warranty, the “Drago Product”).

Stego recommends the Drago Product be installed in accordance with all site-specific recommendations of the project’s design team and the Installation Instructions for the Drago Product.

## WARRANTY TERMS AND CONDITIONS

### 1 DRAGO PRODUCT WARRANTY

Subject to the limitations set forth below, for the Life of the Building™, Stego warrants that the Drago Product purchased from an Authorized Dealer (evidenced by a valid proof of purchase):

- (a) has been tested in accordance with each of the following ASTM test methods:
  - i. ASTM D2240 – *Standard Test Method for Rubber Property – Durometer Hardness*
  - ii. ASTM D638 – *Plastic Tensile Test*
  - iii. ASTM F1249 – *Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using a Modulated Infrared Sensor*
  - iv. ASTM D471 / D543 – *Standard Test Method for Rubber Property – Effect of Liquids / Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents*; and
- (b) will be free from Manufacturing Composition Defects.

This Warranty is the sole warranty given by Stego or its Affiliates as to the Drago Product. All purchases of the Drago Product from an Authorized Dealer automatically activate this Warranty. If you do not wish to be bound by the terms of this Warranty, please return the Drago Product for a full Refund. Otherwise, all purchases will be deemed an agreement to the terms herein.

### 2 NOTICE AND CLAIMS

Any Claim pursuant to this Warranty must be Certified and made within sixty (60) days of the date discovered or the date it should reasonably have been discovered in order for Stego to evaluate the Claim and if appropriate, provide a remedy. Claims may be made at any time during the Life of the Building.

### 3 WARRANTY AND CONDITIONS TO COVERAGE

This Warranty excludes any defect or damage to the Drago Product caused by: (a) faulty or improper installation of the Drago Product, 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 Drago Product Safety Data Sheet); (c) any below-concrete slab activity or other similar activity, or any other maintenance, repair, alteration or new installation to the Building that occurs after the completion of the original installation that impacts the Drago Product; (d) non-Stego materials; (e) factors beyond the reasonable control of Stego 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) any form of misuse, abuse or negligence; (g) exposure to chemicals or other materials that degrade or destroy the Drago Product; or (h) structural defects or failures in the Building.

**Your sole and exclusive remedy under this Warranty is, at Stego’s option: (a) Refund of the verified purchase price paid or (b) replacement of so much of the Drago Product as Stego deems necessary.**



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## 4 WARRANTY EXCLUSIONS

Except where prohibited by local, state and/or federal law, this Warranty and the remedies expressly stated herein are the exclusive warranties and remedies provided to you with respect to the Drago Product 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 Drago Product. 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 or its Affiliates be liable for any incidental, special, indirect, or 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 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 this Warranty.

## 6 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 in writing, 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 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 Warranty 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.

*Continued...*

*Note - legal notice on last page.*



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## DEFINITIONS

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

“**Applicable Date**” means this Warranty applies to the Drago Product sold on or after January 10, 2022. The Version Number of this Warranty in effect at the time of sale applies.

“**Authorized Dealer**” means [shop.stegoindustries.com](http://shop.stegoindustries.com) and any other entity or person specifically authorized by Stego to sell or resell the Drago Product. For inquiries regarding an Authorized Dealer, please contact Stego directly.

“**Building**” means the building above which the Drago Product was installed, as verified by Stego.

“**Certified**” means that you have investigated whether a breach of this Warranty occurred and obtained and provided to Stego a qualified inspector report confirming evidence exists of such a breach. Stego reserves the right to independently verify any Claim.

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

“**Date of Installation**” means the date the Drago Product was installed, as verified by Stego.

“**Effective Date**” means date of first sale as verified by Stego.

“**Life of the Building**” means the duration of which the building originally installed atop of the Drago Product is in good and working condition.

“**Manufacturing Composition Defects**” means any condition of the Drago Product that does not meet the material’s intended design and is disclosed to Stego during the Life of the Building.

“**Refund**” means Stego providing a monetary return in the amount verified by Stego to be the purchase price paid for the Drago Product subject to the Claim.

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

“**Warranty**” means this Drago Sealant Limited Warranty.

