



PANGO CLAW® LIMITED WARRANTY

ISSUER: STEGO INDUSTRIES, LLC (“Stego”)



Applicable Date: January 4, 2021 | Revision Date: January 10, 2022 | Version Number: 2.0

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

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

WARRANTY TERMS AND CONDITIONS

1 PANGO PRODUCT WARRANTY

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

- (a) has been constructed without the use of any chemical termiticides;
- (b) has been tested in accordance with the following test methods, as specified in the Pango Product’s Data Sheet:
 - i. ASTM F1249 – *Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using a Modulated Infrared Sensor*
 - ii. ASTM D903 – *Standard Test Method for Peel or Stripping Strength of Adhesive Bonds*
- (c) will be free from Manufacturing Composition Defects; and
- (d) will prevent underslab Termite infestation caused by Termite penetration of the Pango Product for a **period not less than five (5) years** from the Date of Installation.

This Warranty is the sole warranty given by Stego or its Affiliates as to the Pango Product. All purchases of the Pango 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 Pango 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, except for a Claim made pursuant to Paragraph 1(d), which must be 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 to the Pango Product caused by: (a) faulty or improper installation of the Pango 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 Pango 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 Pango 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 Pango 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; (b) replacement of so much of the Pango Product as Stego deems necessary; or (c) for a Claim pursuant to Paragraph 1(d) only, replacement of Structural Timber within the Building that has been rendered structurally unsafe, as determined by Stego, solely as a result of damage caused exclusively by a failure of the Pango Product in breach of Paragraph 1(d) of this Warranty, subject to the limitations herein.

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Note - legal notice on last page.



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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 Pango 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 Pango 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 REPAIR OR REPLACEMENT LIMITS

The maximum liability under this Warranty for any Claim, including, but not limited to, those pursuant to Paragraph 1(d) shall be \$50,000.00. In the event that the purchase price of the Pango Product exceeds \$50,000.00, then in that situation ONLY, Stego may Refund the full verified purchase price paid for the Pango Product, even if that amount is in excess of \$50,000.00, if Stego deems necessary.

All other Claims are limited as specified herein.

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 this 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 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.

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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 Pango Product sold on or after January 4, 2021. The Version Number of this Warranty in effect at the time of sale applies.

“**Authorized Dealer**” means shop.stegoindustries.com and any other entity or person specifically authorized by Stego to sell or resell the Pango Wrap Product. For inquiries regarding an Authorized Dealer, please contact Stego directly.

“**Building**” means the building above which the Pango 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 this Warranty.

“**Date of Installation**” means the date the Pango 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 for which the building originally installed atop of the Pango Product is in good and working condition.

“**Manufacturing Composition Defects**” means any condition of the Pango 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 Pango 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.

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

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

“**Warranty**” means this Pango Claw Limited Warranty.

