

LAMBERT

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GUIRAUD

LUDOWICI

SAN MARCO

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www.terreal.com

TERREAL
Bureaux Administratifs
37 rue du Pieu
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TERREAL
SAS au capital de 87 176 320 euros
Siège Social
13-17 rue Pages - 92150 Suresnes
562 110 346 RCS Nanterre
N° TVA Intracommunautaire
FR 18 562 110 346

CERTIFICATE OF WARRANTY

Product: Giverny (*Sablé Normand*)

Beneficiary: Kalenik Yaroslav

Ukraine, Kyiv

Terreal, subject to the conditions and limitations set forth herein, warrants to the original purchaser that clay roof tiles (the "**Products**" or a "**Product**") shall comply with the [DTU 40.211 *et/ou* NF-EN 1304] standard and with the prescriptions of Terreal during the thirty (30) years period following the date of the sale of the Products.

This warranty applies provided that:

- the Products shall be strictly installed with respect to Terreal specifications depicted in the corresponding technical documents ("Avis Techniques" or "Technical Approvals") and/or in Terreal's technical documentation; and
- the defect was not apparent on the Products upon delivery.

This warranty will be void with respect to any Product removed from the structure to which the Product was originally applied. Product color is subject to normal variations and changes and is not covered by this warranty.

Within the thirty (30) years period, if any Product does not conform to this warranty, Terreal will, within ninety (90) days after completion of its investigation of the warranty claim, either replace the non-conforming Product or refund the price for the non-conforming Product, at the option of Terreal. In the event of a replacement of non-conforming Products, Terreal will provide, free of charge, the Products to replace those proven to be defective with regards to the [DTU 40.211 *et/ou* NF-EN 1304] standard and with the prescriptions of Terreal (exclusive of transportation costs, labor costs, tear-off and disposal costs incurred in removing the Product or installing the replacement material, and of the cost of equipment such as scaffolding or cranes, necessitated by the material replacement), provided, however, in lieu of replacement, Terreal as its sole discretion, reserves the right to refund the amount paid for the defective Product, with it being clear that the price refunded will be calculated on the basis of the Terreal provider price with respect to the year when the Products were purchased.

After the first ten (10) years of the warranty period, Terreal obligations under this warranty will be reduced on a two-thirds basis and will be prorata based on the number of full years remaining in the warranty period. For example, Terreal would refund only a percentage of the defective Product price calculated by dividing the number of full years remaining in the warranty period by the number of years in the original warranty period.

If Terreal replaces any defective Product, the warranty period for the replacement Product will be the remaining warranty period for the original, replaced Product.

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CONDITIONS AND LIMITATIONS

This warranty does not apply in case of improper storage, improper installation or installation not in strict adherence to Terreal's latest written recommendations and requirements and to the French standards [DTU 40.211 et/ou NF-EN 1304], improper maintenance, damage caused by the application of Products in alpine conditions (mountain climatic areas that experience frequent heavy winter snowfall intermittent with strong solar radiation) unless plans have been pre-approved in writing by Terreal. This warranty does not as well apply to Product which has been painted, varnished, or similarly coated over the manufacturer's original finish. Terreal will not be liable for, and this warranty does not apply in case of impacts of foreign objects, fire, earthquake, flood, lightning, hurricane, hail, tornado, or other violent storm or casualty, or other acts of God.

If Terreal replaces any material under this warranty, it may substitute Products designated by Terreal to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, TERREAL EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, AND WHETHER ARISING BY LAW, STATUTE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL TERREAL BE LIABLE FOR SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN.

WHAT THE CUSTOMER MUST DO

You must complete a warranty registration form (see below) and return it to Terreal within ninety (90) days after the purchase date of the Products; otherwise, the duration of this warranty will be limited to three (3) years after the purchase date of the Products. Promptly after receipt of the warranty registration form, Terreal will send you a personalized Terreal certificate of warranty (the "**Terreal Certificate of Warranty**"). You must present the Terreal Certificate of Warranty in order to make a warranty claim more than three (3) years after the purchase date of the Products.

To obtain performance under this warranty, the homeowner or purchaser shall notify Terreal in writing of any defect within ninety (90) days following its discovery, and shall submit with such notification proof of date of purchase and Products installation, in order to provide Terreal an opportunity to investigate the claim and examine the material claimed to be defective. Any warranty claim made ninety (90) days after the defect is or should have been discovered will be forever barred.

This is a one-time transferable warranty. The original purchaser may transfer this warranty to the subsequent owner of the structure to which the Products are applied, but this warranty may

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not be further transferred. Any transferee of this warranty must complete a warranty registration form (in the form then required by Terreal) and return the form to Terreal within ninety (90) days after the transfer of the structure; otherwise, this warranty will be void.

This warranty is governed by the laws of France, without regard to its conflict of laws principles. Any legal action or proceeding arising out of this warranty must be brought and maintained exclusively in a court located in Paris.

For further information, or to make a warranty claim, please contact:

TERREAL
Export Manager
15, rue Pages – 92158 Suresnes Cedex
FRANCE
Fax: (+ 33) 1 49 97 20 56
Email: daria.massuet@terreal.com

This warranty supersedes any written warranty or guarantee previously issued by Terreal.

This warranty gives its beneficiary specific rights, and he may also have other rights according to applicable law.

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TERREAL – France

Warranty registration

Owner's name(s): Kalenik Yaroslav

Address: Ukraine, Kyiv

Distributor: LLC ALEN BUD

Address: Vidradniy avenue 95, 03061 Kiev, Ukraine

Product name/color: Giverny (Sablé Normand) – 3 600 pcs

Date of installation: September / October 2013

Order: POA 1401110

Invoice: 91451486 from 06/09/2013

We have read the entire warranty and understand its provisions and limitations.

Owner's signature:

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