

## DIATHONITE CORK RENDER SYSTEM (EXTERIOR WALLS APPLICATION) 10 YEARS LIMITED WARRANTY

Print this document Rev. No. 01, attach proof of purchase and keep with the documents related to the Diathonite Cork Render system as described below.

The Diathonite Cork Render system is based on the product named Diathonite Cork Render and all the products listed in the Diathonite Cork Render's Technical Data Sheet, hereinafter referred to as "**System**", including both the DIASEN products indicated as necessary and the DIASEN products indicated as recommended, hereinafter jointly referred to as "**Products**". The Diathonite Cork Render's Technical Data Sheet is provided along with the Diathonite Cork Render or, if that is not the case, you can find and download it on the DIASEN website [www.diasen.com](http://www.diasen.com). The Diathonite Cork Render's Technical Data Sheet is subject to change without notice and is available in its latest revision on the DIASEN website [www.diasen.com](http://www.diasen.com).

### 1) LIMITED WARRANTY

Subject to the conditions and limitations stated below, DIASEN USA LLC ("DIASEN") warrants that the System will not break down or deteriorate under normal usage for a period of 10 years from the date of purchase from DIASEN when used within its shelf life and installed in accordance with the written specifications of DIASEN and industry standard guidelines. For this limited warranty to apply, the application of the System, that includes the installation of the same, must be performed with the Products in accordance with the specifications and guidelines indicated in the Diathonite Cork Render's Technical Data Sheet and in the Technical Data Sheet of each Product. For this purpose, please refer to individual Product Technical Data Sheets that are provided along with the Products or, should that not be the case, you can find and download them on the DIASEN website [www.diasen.com](http://www.diasen.com). The Technical Data Sheets are subject to change without notice and are available in their latest revision on the DIASEN website [www.diasen.com](http://www.diasen.com).

For any other technical information please contact our Technical Services Line at the following contact details:

Telephone: (770) 683-7266

Fax: (770) 683-7209

### 2) EXCLUSIONS

DIASEN is not responsible for defects of the System resulting from use not in accordance with the instructions and/or recommendations of DIASEN and/or industry standard guidelines. This limited warranty does not apply in the following cases:

- a) negligent and/or wrong use or misuse of the Products;
- b) application, including installation, of the System not in compliance with the written instructions and recommendations of DIASEN and/or with the Diathonite Cork Render's Technical Data Sheet and/or with the Technical Data Sheet of each Product;
- c) failure to comply with DIASEN product literature, applicable building codes and regulations and standard industry practices;
- d) use of inadequate application equipment;
- e) exterior flat roof applications;
- f) structural failure, inadequate substrate or improper substrate preparation;
- g) cracking due to structural movement, excessive deflection or other failure in the substrate;
- h) variations of color, shade or texture from those shown on samples, Products packaging and/or on any other marketing materials related to the System and/or the Products;
- i) changes in color due to exposure to sunlight and age;
- j) substrate moisture or water damage;
- k) normal wear and tear resulting from usage;
- l) damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disasters, or by unforeseen circumstances.

### 3) HOW TO MAKE A CLAIM

To make a claim under this limited warranty, you must notify DIASEN in writing within 10 days from the discovery of the alleged manufacturing defect and, for avoidance of doubt, within the warranty period set forth in paragraph 1. At the option of DIASEN you may be required, as a condition for this limited warranty to apply, to provide proof of purchase of any Product forming the System.

DIASEN has the right, but not the obligation, to inspect, perform testing and obtain samples from the site where the System claimed as defective has been applied, or to engage an independent third party for the above activities in order to ascertain the existence of the claimed defect. In order to perform the activities described above, you should procure that the owner of the site will consent DIASEN or the third party engaged by DIASEN to freely access the site. In case the System is ascertained as not defective, you shall pay for the above activities and for all the related costs incurred by DIASEN.

The claim must be received and evaluated by DIASEN before any repair work is performed, otherwise this limited warranty will be null and void.

#### **Any claim must be addressed to:**

DIASEN USA LLC  
75 Jackson Street, Suite #100  
Newnan, GA 30263 USA

### 4) EXCLUSIVE RIGHTS AND REMEDIES

The exclusive rights and remedies granted by DIASEN, in case the System is ascertained as actually defective, is the supply, free of charge, of Products to replace the portion of surface where the defective System was applied. The replacing Products will be delivered to you in accordance with the delivery term FOB Atlanta, Incoterms® 2010. DIASEN will bear the costs for the replacing Products only. Such costs, calculated on a square foot (square meter) basis, shall not be higher than the original purchase price of the Products needed for the portion of the System to be

replaced. DIASEN will not pay for replacement of any System that is not ascertained to be defective. DIASEN will not reimburse any other costs such as workmanship costs of any kind.

In case replacement of defective System is disproportionately burdensome having regard to the value of the System, DIASEN will refund the monetary value, on a square foot (square meter) basis, of the original purchase price of the Products needed for the portion of the System to be replaced.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OTHER LIABILITY OF DIASEN, WHETHER CONTRACTUAL OR NON-CONTRACTUAL, WHICH MAY IN ANY WAY ARISE FROM OR IN RELATION TO THE SUPPLY OF DEFECTIVE PRODUCTS AND/OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, COMPENSATION FOR DIRECT, INDIRECT, CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, IS EXPRESSLY EXCLUDED.

### 5) DISCLAIMER

This limited warranty is given in lieu of any other warranty, express or implied, regarding the System and/or regarding the single Product forming the System. There are no warranties, express or implied, including warranties based on samples or oral statements, which extend beyond the description on the face of this document Rev. No. 01. Implied warranties of merchantability and/or of fitness for a particular purpose are excluded.

### 6) NO ASSIGNMENT

This warranty is limited to the original purchaser and it is not transferable or assignable to third parties.