Express Limited Transferable Product Warranty

Floor Plank and Flooring Board

1. LIMITED WARRANTY COVERAGE :

Shera Public Company Limited (“Shera”) warrants to the purchaser and the first owner of the structure to which the Product is applied (each a “cover person”) that the SHERA Floor Plank Color Through and Flooring board Products complies with ASTM C1186, and is free from any defects due to defective manufacturing or defective material and to conform the specifications and tolerances provided in the Shera standards, or otherwise incorporated in the agreement. When the Product(s) are used for their intended purpose, properly installed and maintained according to Shera’s published installation manual, the Products’core material, not include its coating will, for a period of **15 years** from the date of the purchase:

a. remain non-combustible

b. resist damage caused by termite attacks

If during the warranty period any Product fails to comport with the terms of this warranty, Shera shall, at its sole option, either:

a. replace such defective Product or part thereof or

b. if the product had been discontinued from production at the time of claim, Shera can replace the defective product with the closest product available from Shera's most current product portfolio or

c, reimburse the purchase price

If the original retail cost cannot be established by the covered person, the cost shall be determined by Shera in its sole and reasonable discretion. Shera’s replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person with respect to any defect. Shera will not refund or pay any cost in connection with labor or accessory materials and shall not be liable for any costs related to removal or reinstallation of product.

Under no circumstances and in no event shall Shera be liable for any labor charges or other expense whatever in connection with the removal or installation of either the original or replacement period.

Shera shall in no event be responsible for any costs of shipping defective product to Shera (for testing or otherwise) or for shipping replacement product under this warranty to the covered person.

2. CONDITIONS OF WARRANTY :

Shera’s liability hereunder to the covered person shall be subject to the following terms and conditions:

a. The claimant must prove that he or she is the covered person by showing Shera or Shera’s authorized agent proof of purchase and/or the purchase receipt which should include the date of purchase;

b. The Product must be stored strictly in accordance with Shera's instructions at all times between purchase and installation.

c. The Product must be installed strictly in accordance with Shera’s published installation instructions and all building codes accepted by federal, state or local governments or government agencies as may be applicable to the instruction. Failure to install and finish the product per the manufacturer’s published instructions may affect the product’s performance and voids the Warranty.

d. The covered person must inform Shera or Shera’s authorized agent (in writing) within 30 days of discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location of the Products, details of the claimed defect and other relevant information. Photo(s) showing the defect or failure of the Product must also accompany the notice. If the covered person failed to claim within 30 days of discovery, he or she shall forfeit his/her rights;

e. The covered person must afford Shera a reasonable opportunity to inspect the products in unaltered condition and evaluate the claims in accordance with procedures customary to the industry;

f. Upon discovery of possible defect or failure, the covered person must immediately, and at the covered person’s own expense, provide for protection of all property that could be affected until the defect or failure is remedied.

g. In order to properly evaluate and proceed a claim, Shera may require the covered person to submit a sample fo the material claimed to be defective to Shera for analysis and/or at Shera’s request, may require the covered person to arrange for and provide access to the property on which the material is installed, to the extent necessary, for a Shera representative to inspect, take photographs and/or samples if required.

h. The warranty is not included the surface coating from factory , the warranty of color has another term to support customer, provided in Shera’s color warranty.

3. EXCLUSIONS :

The warranty will have no liability for any failure, defect or damage resulting from or by circumstances and events beyond normal exposure conditions and or Shera’s control, any way attributable to:

a. the improper storage, transportation, handling or installation of the Product including but not limited to, failure to keep the material dry, improper drainage, exposure to standing water, inadequate ventilation, excessive stacking weight, or otherwise causing moisture damage, surface contamination, surface defects, efflorescence, chalking or other damages and/or improper installation or maintenance of accessories and/or use of unfit accessories;

b. neglect;

c. abuse;

d. theft;

e. misuse or use for purposes other than what the product was originally intended as reflected in the most current Shera product brochure;

f. repair or alteration;

g. settlement or structural movement and/or movement of materials to which the Product is attached;

h. damage from incorrect design of the structure;

i. exceeding the maximum design wind and/or weight loads or any of the other product specifications as published by Shera;

j. acts of God including, but not limited to, hurricanes, tornados, floods, fire, earthquakes, severe weather or other natural

phenomena, (including, but not limited to, unusual climate conditions;

k. growth of mould, mildew, fungi, bacteria or any other organism on any surface of the siding (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED;

l. lack of proper maintenance,

m. service performed by anyone other than an authorized Shera dealer/distributor.

n. subsequent damage to other components/structures;

o. any product not purchased from Shera or an authorized Shera dealer/distributor;

p. any cause other than manufacturing defects attributable to Shera.

4. DISCLAIMER :

The statements in this Warranty constitute the only warranty extended by Shera for the Product. SHERA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, OR BY USAGE OF TRADE OR COURSE OF DEALING IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. Your specific legal rights may vary from jurisdiction to jurisdiction.

This Agreement shall be governed and construed by the laws of Thailand without giving effect to its conflict of laws provisions, and the UN Convention on the International Sale of Goods (CISG) shall not apply.

No person is authorized to assume for Shera any other liability in connection with the sale of the product.

5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES :

IN NO EVENT WILL SHERA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

6. MODIFICATIONS AND ALTERATIONS OF PRODUCT :

Shera shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

7. SETTLEMENT OF CLAIM :

Any refund or material replacement by Shera pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation/arbitration filed subsequently to the covered person’s acceptance of such an agreement.

Any dispute arising out of this warranty, its interpretation or application shall be exclusively brought within the jurisdiction of Thailand.

8. MODIFICATION OR DISCONTINUATION OF PRODUCTS :

Shera reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation