

LIMITED LIABILITY and PRODUCT WARRANTY

1. Coverage

Magnesium Oxide Board Corporation Pty Ltd , MgO Corp America LLC, MgO Corp UK Ltd, MgO Innovations Group S.A, MgO Innovations Group UAE LLC (hereinafter MGO CORP) warrants to the First Purchaser of MgO Corps "ResCom" Internal and External Sheathing and Flooring product that all goods will be packaged and delivered FOB (Free on board) or FIS (Free in store) free from major manufacturing defects, including rotting, swelling, de-lamination and or damage from termites.

MgO Corp Pty Ltd does not warrant the protection of the goods in transit once the goods have left MgO Corps duty of care at handover to the transportation and shipping companies for dispatch to the First Purchaser. At dispatch of the goods from MgO Corp the duty of care for the goods immediately passes to the First Purchaser under this warranty. The First Purchaser has the responsibility to assure that the conditions of warranty are passed onto the consumer at the point of sale of the goods prior to installation.

2. Conditions of Warranty

The products must be stored and handled at all times in accordance to the manufacturer's guidelines as laid down in the storage and handling documents.

The products must be installed accordance to MGO CORP's printed installation procedures as set forth on MGO CORP's website and or required and specified by the local, federal, state or local governments building codes.

- If conflicts exist between applicable codes and MGO CORP's installation instructions, the installer is responsible to contact MGO CORP for clarification of installation instructions or seek a qualified engineers services.
- Failure to handle, store, install and finish the Product per the manufacturer's published instructions will void the Warranty without exception.
- All products must be installed by a registered and qualified trades person under the relevant building codes board of any given region or country.

3. Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling, shipping, storage or installation of the Product.
- Improper installation or application that is not in strict adherence to MGO CORP's written instructions.
- Improper installation of framing or other accessories
- Inherent imperfections to the surfaces of boards known as pitting (these imperfections do not impede the performances of MgO Corp Board products and are a naturally occurrence during manufacture)
- Settlement or structural movement and /or movement of materials to which the Product is attached
- Damage from incorrect design of the structure.



- Exceeding the maximum designed, transverse, wind or dead loads based on MGO CORP published testing results
- Use of accessories that do not properly receive and/or secure the product.
- Impact of foreign objects, fire, earthquake, flood, lightning, cyclone, tornado, severe weather (including, but not limited to, unusual climate conditions) or other casualty or acts of God.
- MgO Corp products do not mould or mildew; however, materials that may be placed on MgO Corp Board may grow or become fungal. Accordingly, Growth of mould, mildew, fungi, bacteria, or any organism on any surface of the products (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mould or mildew are expressly excluded.
- Lack of proper maintenance or any cause other than manufacturing defects attributable to Magnesium Oxide Board Corporation Pty Ltd .
- Magnesium Oxide Board Corporation Pty Ltd will have no responsibility hereunder for defective product that has been subjected to further processing or alteration after shipment.
- Magnesium Oxide Board Corporation Pty Ltd reserves the right to discontinue or modify any of its products without notice to the owner/consumer and shall not be liable as a result of such discontinuance or modification.
- If Magnesium Oxide Board Corporation Pty Ltd replaces any material under this warranty, it may substitute the product designated by Magnesium Oxide Board Corporation Pty Ltd to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

4. Warranty Exclusions

- This warranty expressly excludes the use of MgO Corp products within modular or portable building and constructions systems as well as structural insulated panels (SIP's) were the product is to be applied to a structure in a prefabrication or manufacturing environment then transported in a panel form or transportable building like system by road, rail, ship or motorised transportation off site to a secondary location.
- The warranty expressly excludes DYI (do it yourself) or owner builder projects.

5. Other Conditions:

- IN NO EVENT WILL MGO CORP BOARD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.
- THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF MGO CORP. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A PROPERTY OWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- IN NO EVENT SHALL MGO CORP BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THE WARRANTY. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF MGO CORP IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.
- SOME STATES AND TERRITORIES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

6. Lodging A Claim

The claimant must provide proof that he/she is a covered person or entity and notify MGO CORP in writing within seven (7) days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair.



- The claimant must provide proof of the date of purchase and that MGO CORP and that installation procedures were followed, as well as proof of property ownership. All notifications should be sent to: Magnesium Oxide Board Corporation Pty Ltd P.O.Box 816 Moffat Beach Queensland Australia 4551.
- Upon discovery of a possible defect or failure, the covered person or entity must immediately, and at the covered person or entity's own expense, provide protection of all property that could be affected until the defect or failure is remedied.
- The property owner will be required to submit a sample and photographs of the defective material to MGO CORP for analysis. MGO CORP will then investigate the claim and examine the material claimed to be defective.

If requested, the property owner must provide access for examination by an agent of MGO CORP. If a defect covered by this warranty is confirmed, MGO CORP, within a reasonable amount of time after the inspection, will replace the Product the that of the original defective Product, pursuant to the terms of this warranty.

7: Remedy:

- MGO CORP will assess its liability under the terms of this warranty and consider whether an appropriate course of action if need be that may include replacement of the accepted defective product or a refund of the original FOB manufacturers price excluding duties, taxes, transport, sale margins or restocking fees at Magnesium Oxide Board Corporation Pty Ltd's sole and exclusive option.
- Under no circumstances and in no event shall Magnesium Oxide Board Corporation Pty Ltd be liable for any labour charges or other expenses whatsoever in connection with the removal or installation of either the original or replacement product.
- Any material replacement by MGO CORP shall constitute a full settlement and release of all claims of any covered person or entity hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person or entity's acceptance of such material replacement.

8.DEFINITIONS

- **Products:** All sheathing and flooring products manufactured by MGO CORP.
- **First Purchaser:** The original invoiced buyer or entity to which the product was originally sold.
- **Refund:** Original material purchaser, excluding any taxes, freight and documentation charges which may have been incurred at time by the purchase.
- **Replacement:** To original purchaser excluding any taxes, freight and documentation charges or other charges which may have been incurred at time of purchase.
- **Exclusion:** Means the product are not warranted in those applications outside the duty of care as detailed under the installation, storage and handling documentation.
- **Defects:** For the purposes of this warranty, a "defect" in respect of the Product means a non-compliance with AS/NZS 2908.2:2000 Cellulose-cement products - Flat sheet

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