

**LIMITED PRODUCT WARRANTY
LITECON CORP.**

- 1. WARRANTY SCOPE AND COVERAGE.** This limited product warranty (“Limited Product Warranty”) applies only to Autoclaved Cellular Concrete products: Modular Block, Reinforced Block, Single Coed Block "O", Double Cod Block "O", "U" Block, and Cladding Panel (the “Products”) by LITECON CORP. (“Litecon”) markets through its distribution channel, and warrants for a period of 10 (ten) years from the date of purchase (the “Limited Warranty Period”), under a normal use according to the Technical Sheet and guidelines installation that are published on Litecon website: www.liteconusa.com. Such Products complies with the specifications for Autoclaved Cellular Concrete issued by The American Society for Testing and Materials (ASTM), ASTM C1693 for non-reinforced products and ASTM C1694-09 for reinforced elements.

This Limited Product Warranty extends only to the original Client who purchases the Products (the "Client"), for this reason the Client will be the only one who can require Litecon to comply with the rights and obligations established in this Limited Product Warranty, being expressly excluded from the coverage of any third party, including successive purchasers (by any title) of the Products, users and/or beneficiaries of the same other than the Client.

This Limited Product Warranty is non-transferable and may not be assigned or transferred in any way to any person, natural or legal, other than the Client, without the prior written consent of Litecon. Any assignment or transfer in contravention of the above will be null and will have no effect.

- 2. DISCLAIMER.** Litecon warrants that its Products are free from defects in materials or workmanship under normal use during the warranty period as published for each Product, provided however, Litecon’s obligation hereunder shall not cover or apply to any part or attachment to the Products not manufactured by Litecon or its affiliates. To the extent available, Litecon will make available to Client, upon its written request, any warranty from the manufacturer of any part or attachment included in the Products that are not manufactured by Litecon or its affiliates. EXCEPT FOR THE PROVISIONS OF THE FOREGOING WARRANTY, LITECON EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS ANY SUCH WARRANTY OR CONDITION IS MANDATORY UNDER LAWS IN FORCE IN THE TERRITORY. It is expressly understood, no oral or written representations of any kind made in connection with the sale of the Products to or by Client shall be binding on Litecon and are provided for informational purposes only.
- 3. DISCLAIMER MODIFICATIONS.** In the event that this warranty disclaimer, waiver and release are inconsistent with that required by a customer and modification is necessary in order to make a sale, Client may petition Litecon in writing for modifications which would conform to the customer’s requirements. Litecon agrees to consider all such proposals and to respond within thirty (30) days, either by authorizing such proposed modification for one sale only or by rejecting such modification. A failure to respond shall be deemed a rejection by Litecon of any such proposal.
- 4. LIABILITY LIMITATION.** This Limited Product Warranty is issued exclusively by Litecon and is binding solely on Litecon, whereby any affiliate, affiliate, subsidiary, controller, shareholder, officer, executive, employee, director and/or party related, directly or indirectly, to Litecon are released expressly disclaims any warranty and/or any liability arising from or related to the use, distribution and/or marketing of the Products.

LITECON'S AGGREGATE LIABILITY FOR DAMAGES OF ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY CLIENT FOR THE SPECIFIC PRODUCT OF LITECON THAT CAUSED THE DAMAGES OR THAT IS THE SUBJECT MATTER OF, OR DIRECTLY RELATED TO, THE CLAIM OR CAUSE OF ACTION RELATED TO SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PRODUCTS, LOSS OF CUSTOMERS, LOSS OF USE DAMAGES OR DAMAGE TO GOODWILL OR BUSINESS REPUTATION) ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. DERIVED FROM THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS, OR OF ANY OTHER TYPE THAT HAVE BEEN CAUSED BY AN INAPPROPRIATE INSTALLATION OR CAUSED BY NEGLIGENCE, ABUSE OR ALTERATION CAUSED, AS WELL AS FOR THE DAMAGES CAUSED BY THE CLIENT BY NOT TAKING THE NECESSARY PRECAUTIONS TO AVOID THEM WHEN THE DEFECT OCCURS IN THE PRODUCTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply.

5. **LITECON OBLIGATIONS.** If, during the Limited Warranty Period, it is determined that the Products do not meet the specifications required for their manufacture, referred to in number 1 of this Limited Product Warranty, they were not resistant to damage caused by hail or termite attacks, or was not free from manufacturing defects in materials, raw materials, and workforce (a "Warranty Defect"), Litecon, in its sole discretion, may elect to:
- (a) replace defective Product(s) that does not achieve specifications;
 - (b) refund the original purchase price of the defective Products.

In the event that Product replacement applies, shipping, storage, packaging, taxes, and any other costs associated with product replacement will be covered by the Client.

Replacement or refund under this Limited Product Warranty will be Client's sole and exclusive resource for any manufacturing defect or hidden defect in the Product. LITECON WILL NOT REFUND OR PAY ANY COSTS OR EXPENSES IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS MANUFACTURED BY THIRD PARTIES AND TO THE EXTENT POSSIBLE WILL MAKE AVAILABLE TO CLIENT ANY MANUFACTURER'S WARRANTY WITH RESPECT TO ANY PARTS OR ACCESSORIES INCLUDED IN PRODUCTS THAT HAVE BEEN MANUFACTURED BY THIRD PARTIES.

6. **TERMS AND CONDITIONS.** This Limited Product Warranty may be valid provided that the Client complies with the following terms and conditions (the "Terms and Conditions"):
- (a) The Client must notify Litecon in writing within 30 (thirty) days after the detection of any Warranty Defect, either in person, by telephone or by email to the following means of contact:

Litecon Corp.
18911 Hardy Oak Blvd Suite 190
San Antonio Texas, 78258, United States
email: legal@liteconusa.com

The claim notification must include: (i) the name, telephone number and address of the owner of the property on which the Products were installed; (ii) the date the Client became aware of the problem; (iii) a detailed description of the defect or hidden defect, photos and/or videos of the Products, simple copy of the invoice, order or remission number, in which the Products were purchased, the date and address of installation of the Product, the name and contact of the installer, the contact details of the Client; (iv) if applicable, a brief description of the actions taken by the Client or the owner of the property on which the Products were installed, to prevent further defects, damage or failure of the Products; and (v) Litecon may request from the Client any additional information it deems necessary to investigate the claim, forcing the Client to provide it in the terms required by Litecon, as well as to collaborate, at its expense and cost, with Litecon to carry out the investigation.

In the event that Litecon requires it, the Client must deliver the defective Products, at its expense and cost, to the address indicated.

Upon completion of the investigation, Litecon will advise the Client whether or not the claim is valid and the options available under this Limited Product Warranty.

(b) the Product(s) were used under normal conditions of use.

(c) the installation services by a third party or the Client are not defective.

(d) the Products must be installed in accordance with Litecon's technical data sheets, guides, guidelines and recommendations, published on its website www.liteconusa.com; and must comply with all building codes applicable to the facility, adopted by federal, state, or local authorities.

(e) are within the Warranty Period of 10 (ten) years, counted from the date of shipment.

(f) Prior to any replacement or refund of the Products, the Client must permit, free of charge, Litecon and/or its authorized agents access to the property and structure where the same is installed, if applicable; and examine, photograph and/or take samples of the Products. Any repairs performed by Client or third parties on behalf of Client or contracted by Client without prior authorization from Litecon will void this Limited Warranty; and

(g) If applicable, the Client must provide, immediately and at its own expense, the protection of all goods that could be affected upon discovering the defect or hidden defect and until it is resolved.

7. **COVERAGE EXCLUSIONS.** This Limited Product Warranty covers the Products only. Everything related to the finishes, coatings that are placed on them, and the compatibility with them, installation and related services are the responsibility of the Client or installer, for which they are totally excluded from this Limited Product Warranty.

This Limited Warranty does not cover any loss, direct or indirect damage, hidden defect and/or defect resulting from or in any way related to or attributable to: (i) defects caused by items installed, constructed, hung or attached to the Products; (ii) damage or deterioration caused by defects in the structure of the building or its design; (iii) settlement or structural movement and/or movement of materials to which the Products are attached; (iv) vandalism; (v) natural disasters, such as electrical storms, fire, tornadoes, hurricanes, floods, earthquakes, severe or unusual weather conditions, hail or any other natural and/or meteorological phenomenon, including any fortuitous event or force majeure; (vi) use of chemical, corrosive substances,

cleaning solutions, paint or any other incompatible with the products; (vii) any exogenous factor that alters the nature of the Products; (viii) storage for a period greater than 10 (ten) years from the date of purchase (even when the Products are stored in accordance with the recommendations provided by Litecon and/or published on its website); (ix) improper transportation, handling, storage, and/or installation of the Products or contrary to Litecon's guides, guidelines, and recommendations, including, but not limited to, improper installation of studs, framing members, wall assemblies, structures, or other accessories; (x) further processing or modification of the Products; (xi) negligence, abuse or misuse of the Products; (xii) repair or alteration; (xiii) damage resulting from water infiltration; (xiv) efflorescence; (xv) performance of third party paints and/or coatings; (xvi) growth of mold, mildew, bacteria or any organism on any surface of the Product (whether exposed or unexposed surfaces); (xvii) lack of proper maintenance; (xviii) acts of civil disobedience, acts of war, (xx) chemical gases or substances in the atmosphere such as saline sprays, animal waste, or other known or unknown corrosive chemicals or organics, and/or (xxi) any other cause, that are not defects attributable to the raw material, materials or the manufacturing process of the Product.

Also, this Limited Product Warranty is invalid if:

- a) The products are handled or installed in a different way than what is indicated in the technical information, guides, guidelines and recommendations of Litecon, published on its website www.liteconusa.com.
- b) Minor repairs are not carried out with the material designed and approved by Litecon for this purpose, and also following the corresponding recommendations of Litecon. (For major repairs, the Litecon Technical Area should be consulted first to verify the structural integrity of the damaged element and obtain technical recommendations for the repair if it is determined that it is feasible).
- c) The cutting of Reinforced Products is carried out in the field, without following the corresponding recommendations of Litecon.
- d) The Products are exposed to conditions that normally deteriorate conventional concrete products (for example: acidic environments).
- e) The Client does not notify Litecon within 5 (five) calendar days of receiving the product, any Warranty Defect.
- f) Client fails to notify Litecon within 10 (ten) calendar days of delivery of transit damage and shortages.
- g) Client uses or recommends for resale, the use of replacement parts, complements and/or accessories or replacements for the Products that are not: (a) purchased from Litecon, (b) substitutes specified in the Litecon installation guide, or (c) substitutes approved in advance in writing by Litecon.

Furthermore, this Limited Product Warranty does not cover any cost related to secondary materials, uninstallation and installation, shipping and delivery of the products, or any other additional cost and/or different from those expressly established by Litecon in it.

8. **ALTERATION OR MODIFICATION OF PRODUCTS.** Client hereby acknowledges that each of Litecon's Products is manufactured for certain specified standard uses. Client shall not alter or modify any Product in any manner or sell any Product for use in any non-standard manner, unless specific written consent is given by Litecon, which Litecon may withhold in its sole discretion. Client shall indemnify and hold Litecon harmless from any claims, demands or losses resulting from the use of altered or modified Products or the non-standard use of the Products. Should such a non-standard or non-approved unit be sold through Client, Client hereby releases Company from any and all liabilities, claims and damages suffered by any third party.
9. **EXTENSION OF LIMITED PRODUCT WARRANTY.** Notwithstanding the foregoing, Litecon may extend the benefits of this Limited Product Warranty in accordance with the conditions it deems appropriate. Such

extension will apply only to the specific instance in which it is granted and will not constitute a waiver by Litecon to strictly enforce the exclusions, disclaimers and limitations set forth herein for any or all other circumstances.

- 10. WARRANTY LIMITATION.** This warranty is the sole, complete and exclusive one offered by Litecon and is in lieu of all other warranties, of any kind, express or implied, with respect to the Products, including any implied warranties of merchantability or fitness for a particular purpose. Litecon neither assumes nor authorizes anyone to assume for it any obligation or liability in connection with the Products.

No employee, agent, distributor or any other person other than Litecon is authorized to create, vary or change the terms and conditions of this Limited Warranty, either orally or in writing, therefore, no oral or written information given by Litecon or its agents will create additional warranties or extensions within reach of its obligations beyond those expressly provided in this Limited Product Warranty.

- 11. NOTIFICATION TO RESALE PURCHASERS.** Prior to sale, Client shall notify any resale purchaser of the Products of the limited warranties and disclaimers contained in this Limited Product Warranty, as well as the current specifications for, and the contents of all operating manuals relating to, the Products sold by Client.

- 12. SETTLEMENT OF CLAIM.** Any product replacement, refund made by Litecon pursuant to number 3 above, shall be deemed a complete settlement and release of any claim arising thereafter and shall constitute a complete impediment to any claim in any arbitration or litigation relating to, arising out of the Products replaced or refunded, or for which a refund was made. By accepting replacement or refund hereunder, the accepting Client irrevocably waives all other claims related in any way or in any way to the Product.

- 13. MODIFICATION OR DISCONTINUATION OF THE PRODUCTS.** Litecon reserves the right to modify or discontinue the Products at any time and without notice. In the event that replacement of the Products is not possible in accordance with this Limited Product Warranty, Litecon may meet its replacement obligation by supplying the Client with a product of a similar nature and characteristics and of equal value.

- 14. ARBITRATION.** Any controversy or dispute arising out of or relating to this Limited Product Warranty, including, without limitation, the existence, interpretation or performance thereof ("Dispute"), shall be resolved by arbitration as the sole and exclusive remedy of the parties.

The arbitration proceeding shall be governed and conducted by the International Center for Dispute Resolution ("Center") in accordance with its International Arbitration Rules in effect as of the date hereof. The number of arbitrators shall be 1 (one) if the Dispute is for \$1 million or less or 3 (three) for all other Disputes, each party shall select one arbitrator and the third arbitrator, who shall be the chairman of the panel, shall be chosen by the two arbitrators appointed by each of the Parties. For cases in which the panel is made up of 1 (one) member, the parties must agree to the selection of the arbitrator within 10 (ten) days after the request for arbitration, in the event that there is no agreement by the parties, the arbitrator will be selected by the Center. For a panel of 3 (three) members, the party initiating the arbitration process must appoint its arbitrator in the arbitration demand and the responding party must appoint its arbitrator within 10 (ten) days after receipt of the arbitration claim. The third arbitrator must be appointed within ten (10) days following the appointment of the second arbitrator. If the 2 (two) arbitrators appointed by the parties cannot agree on the third arbitrator within the term of 10 (ten) days, the Center will select the third arbitrator. No arbitrator may be an employee, former employee, director, shareholder of record, partner, member, representative or agent of any party or its affiliates.

The seat of the arbitration proceeding shall be in San Antonio, Texas, and shall be conducted in the English language. The parties' intention is that, barring extraordinary circumstances, the arbitration proceeding concludes within 120 (one hundred and twenty) days from the date of appointment of the arbitrator or arbitrators. The arbitral tribunal may extend this period in the interest of justice. Failure to comply with this period shall not constitute a basis to challenge or invalidate the award. Neither party may (and each party will ensure that its representatives do not) disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other party, except (i) to the extent disclosure is required in bona fide legal proceedings related to arbitration, (ii) disclosure is required by legal duty (including, without limitation, securities regulations), or (iii) such information is already in the public domain except as a result of a breach of this clause. The arbitration award that resolves the controversy will be final and binding for the parties.

15. **GOVERNING LAW.** This Limited Product Warranty is and shall be construed in accordance with the laws of the State of Texas, excluding any conflict of law rules (whether of the State of Texas or any other jurisdiction) that may require the application of the laws of any other jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Limited Product Warranty.
16. **SEVERABILITY.** The validity and applicability of this Limited Product Warranty shall not be destroyed by any finding by any tribunal that any particular provision is invalid or inapplicable. Instead, in the event that any provision or provisions are found invalid or inapplicable, the remaining provisions shall continue in full force and effect as if such invalidated provision had not been included in this Limited Product Warranty and the parties shall cooperate on replacing such invalidated provision with a valid one which comes closest to the essence and purpose of such invalid provision, both from a legal and economic point of view, and to this end the provisions of this Limited Product Warranty are declared by the parties to be severable.
17. **INTEGRATED AGREEMENT.** This Limited Product Warranty expresses the complete and final understanding of the parties with respect thereto and supersedes any and all prior understandings and agreements between the parties in relation to the subject matter of this Limited Warranty; and may not be modified, amended or altered in any way except in writing signed by authorized representatives of both parties.
18. **VALIDITY.** After the 10th year of the Limited Product Warranty Period, this Limited Product Warranty will expire and shall no longer be applicable.