

20 YEAR LIMITED WARRANTY

XIAMEN JINYANG INDUSTRIAL CO., LTD ("Jinyang Industrial"), whose principal business complex is located in 8 Fengling 2nd Rd, Tong'an District, Xiamen, Fujian, China, 361100, is the manufacturer of OneThatch™ Product(s). Jinyang Industrial hereby offers this twenty (20) years limited warranty ("Limited Warranty") subject to the following terms and conditions:

I. Interpretation

The following definitions and terms shall apply to this Limited Warranty:

- A. "Product" or "Products" shall mean all OneThatch™ Bamboo Torch, which consists of synthetic bamboo torch and bamboo pole parts made from PA6 material.
- B. "Defect" or "Defective Product" shall mean:
 - 1. Rot or decay of the Product
 - 2. Delamination of more than forty-five percent (45%) of the surface of the Product.
 - 3. Ultraviolet ("UV") degradation, which negatively inhibits integrity of the Product, equal to a loss of thirty five percent (35%) or more of its original design properties.
 - 4. Color fading consisting of a fifty percent (50%) overall fade of L, A, and B values as evaluated by a colorimeter or spectrophotometer in the first ten (10) years from the date of purchase.
- C. "Original Owner" as used herein shall be defined as the owner of a structure or building at the period the Product(s) is (are) installed.
- D. "Warranty Period" shall be defined as the period of twenty (20) years beginning from the date of warranty registration of the Product. To establish the date of warranty registration, complete warranty registration on ONETHATCH website within thirty (30) days after completion of installation of the Product.

II. Limited Warranty

A. Express Warranty

Jinyang Industrial warrants to the Original Owner of the Product, subject to the terms and conditions contained in this Limited Warranty, that the Product will be free of a Defective Product as defined above, for a term of twenty (20) years from the date of completion of installation of the Product.

B. Disclaimer of Warranties

The statements in this Limited Warranty Term constitute the only warranty extended by Jinyang Industrial for the Product. Jinyang Industrial disclaims all other previous warranties, warranties expressed or implied, including any implied warranties of merchantability, or fitness for a particular purpose. No other warranty will be made by or on behalf Jinyang Industrial or by operation of law or by usage of trade or course of dealing with respect to the Product or its storage, handling, installation, maintenance, use, replacement, or repair.

C. We shall not be liable for any Defective Product arising or resulting from:

1. Improper installation, storage, repair or maintenance of the Product
2. Act of God or force majeure
3. Unauthorized disassembling, modification, or alteration
4. Any act of negligence
5. Fair wear and tear

III. Remedies

A. Replacement of Defective Product.

During the first ten (10) years of the Limited Warranty Term, the exclusive remedy for breach of this Limited Warranty, if any, shall be replacement of the Defect, and only of the Defect, with a replacement product substantially similar to the Defect as determined in the sole discretion of the Company(the "Replacement Product"), by the Company within a rational time following Jinyang Industrial's receipt of a Notice of Defect, as required under Section IV(A), below. In no event shall the Company be responsible for a replacement cost in excess of the price originally paid for the Product.

B. Percentage of Replacement Costs.

During the last ten (10) years of the Limited Warranty Term, the exclusive remedy for breach of this Limited Warranty, if any, shall be replacement of the Defective Product, and only of the Defective Product, with a Replacement Product to the Original Owner at the Company's standard pricing for the Product as in effect at the time notice is given pursuant to Section IV, such pricing to be reduced by the following percentages: During year eleven (11) of the Limited Warranty Term, the Company's standard pricing shall be reduced by fifty percent (50%); during year twelve (12) through twenty (20), inclusive, of the Limited Warranty Term, the Company's standard pricing shall be reduced by an amount equal to fifty percent (50%) minus five percent (5%) for each year of the Limited Warranty Period after the eleventh year of the Limited Warranty Term. At no time during the Limited Warranty Term shall the Company be responsible for labor or non-Product costs incurred with respect to the installation of any original or Replacement Product, or replacement of metal work, or other related work or materials. In no event shall the Company be responsible for a replacement cost in excess of the price originally paid for the Product.

IV. Claims

A. Notice of Defect

Any claim under this warranty must be filed during the Warranty Period and in writing and submitted to Jinyang Industrial together with supporting evidence substantiating such claim. Full details of the Defect must be given to enable us to evaluate the claim.

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B. Investigation

We must be allowed a reasonable period of time following Jinyang Industrial's receipt of Notice of Defect, but no later than six (6) months after the date of receipt of the Notice of Defect, to investigate the claim and evaluate whether it falls within the scope of this warranty. You shall provide full details and information as may be required by us to evaluate the claim.

C. Resolution

If the Company determine that the Defect is covered by this Limited Warranty, the Company shall resolve the complaint in accordance with the terms and conditions of this Limited Warranty within a reasonable period of time. In no event shall the Company be

responsible for non-Product costs relating to the transportation and installation of Replacement Product, including charges for shipping/freight, insurance, and re-installation of the Replacement Product.

V. Miscellaneous

- A. This warranty is not transferable or assignable under any circumstances and is personal to Original Owner.
- B. This warranty shall be void if:
 - a. the Product is in any way modified unless such modification has been approved by us in writing;
 - b. the Product is not installed by a competent contractor and following our specific installation instructions.
- C. Solely at the election of the Company, the Company may satisfy its warranty obligations by paying to the Original Owner in United States dollars the cost of the Replacement Product, subject to reduction to such costs per above, in lieu of, and in complete satisfaction of the Company's obligation, if any, to provide the Replacement Product.
- D. Warranty policies may vary according to the local laws and regulations.

VII. No Agency

- A. Installers and distributors of the Product shall not be deemed agents, representatives or employees of the Company, and therefore have no authority to bind the Company, or create liability on behalf of the Company, in any way. is warranty is not transferable or assignable under any circumstances and is personal to Original Owner.
- B. No representative, agent or employee of the Company or any other person has authority to assume or bind the Company for any additional responsibility or liability in connection with the Product beyond that set forth herein, unless specifically authorized in writing by the president of the Company.