

ALFRESCO TERRA STAIN AND FADE PERFORMANCE LIMITED WARRANTY

THIS LIMITED WARRANTY ("THE LIMITED WARRANTY") IS MADE AND GIVEN BY HIMALAYA GLOBAL. ("HIMALAYA GLOBAL"). HIMALAYA GLOBAL CONDUCTS BUSINESS AND MANUFACTURES UNDER THE ASSUMED BUSINESS NAME OF ALFRESCO TERRA. ALL REFERENCES IN THIS LIMITED WARRANTY TO ALFRESCO TERRA ARE REFERENCES TO HIMALAYA GLOBAL.

THIS LIMITED WARRANTY APPLIES TO PRODUCTS INSTALLED ONLY IN INDIA, ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY ALFRESCO TERRA TO ANY CUSTOMER OR USER OF ITS PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY ALFRESCO TERRA ON ANY SPECIFIC PRODUCTS. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR ALFRESCO TERRA PRODUCT. THE LIMITED WARRANTY PROVIDED BY ALFRESCO TERRA CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF THE ALFRESCO TERRA PRODUCT. THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF ALFRESCO TERRA. THE PURCHASE AND/OR USE OF ANY ALFRESCO TERRA PRODUCT CONSTITUTES ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

THIS LIMITED WARRANTY, IN SECTION 4, SETS FORTH A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THE CLAUSE AND WAIVER WILL IMPACT HOW THE PURCHASER AND/OR USER MUST PROCEED IN RESOLVING ANY WARRANTY DISPUTE WITH ALFRESCO TERRA.

1. THE LIMITED WARRANTY

1.1 ALFRESCO TERRA warrants the stain and fade resistance to the original purchaser ("Purchaser", "you" or "your") of the ALFRESCO TERRA products noted below that, for the specified Warranty Period, such products shall, (i) under normal and proper service conditions, (ii) when installed in accordance with ALFRESCO TERRA's written instructions. For purposes of the Limited Warranty, the "original purchaser" means the individual or individuals who were the owners of the real property upon which ALFRESCO TERRA product was installed.

1.2 The term of the Limited Warranty ("Warranty Period") for the ALFRESCO TERRA shall be Seven years (7) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the ALFRESCO TERRA product was installed.

1.3 Stain Resistance: ALFRESCO TERRA warrants that the ALFRESCO TERRA Product named above are and will be from the date of residential consumer purchase for the term coverage stated above, resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a residential deck, provided that the ALFRESCO TERRA Products were installed, cared for and maintained in accordance with the ALFRESCO TERRA written instructions, the ALFRESCO TERRA Care and Maintenance found on www.HIMALAYAGLOBAL.in and the conditions stated in this warranty.

1.4 Fade Resistance: ALFRESCO TERRA warrants that the ALFRESCO TERRA Products are and will be, from the date of residential consumer purchase for the term coverage stated above, resistant to color change from light and weathering

exposure as measured by color change in excess of 7 Delta E (Hunter) units provided that the ALFRESCO TERRA Products were installed, cared for and maintained in accordance with the ALFRESCO TERRA written instructions and the ALFRESCO TERRA Care and Maintenance instructions found on www.HIMALAYAGLOBAL.in and the conditions stated in this warranty.

1.5 Exclusions from/Voiding Stain and Fade Warranty Coverage: ALFRESCO TERRA does not warrant its ALFRESCO TERRA Products to be stain or fade proof. When installed, cared for and maintained properly in the residential exterior environment, ALFRESCO TERRA products can provide stain and fade resistance. However, no material is stain or fade proof, especially but not only when stains result from spilled or otherwise substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.

1.6 Without limitation on any other provision of this Limited Warranty, ALFRESCO TERRA does not warrant for stain resistance resulting from spilled or otherwise applied substances that are not properly cleaned with soap and water or mild household cleaners immediately.

1.7 All warranties are void and excluded in their entirety in any of the following events:

- Failure to install, care for and maintain the ALFRESCO TERRA Products in accordance with the ALFRESCO TERRA written instructions, and the ALFRESCO TERRA Care and Maintenance instructions found on www.HIMALAYAGLOBAL.in and the conditions stated below voids all warranties in their entirety.
- Use of abrasive compounds of acidic or basic pH, strong solvents, oil based paints or stains, metallic rust, concrete or masonry products, air or water borne minerals and other abnormal residential deck use items will damage the ALFRESCO TERRA Products and voids all warranties in their entirety.
- Direct or indirect contact with the ALFRESCO TERRA Products of extreme heat sources (over 120 °C) voids all warranties in their entirety.
- Damaging, gouging, scraping or puncturing the surface of the ALFRESCO TERRA Products voids all warranties in their entirety.
- Paint or applying other coating materials to ALFRESCO TERRA Products voids all warranties in their entirety.

1.8 Compliance with the ALFRESCO TERRA Care and Maintenance Instructions is required and a condition precedent to any warranty or warranty claim. Without limitation on any other provision of this Limited Warranty to qualify for coverage, you must have tried cleaning the affected area of your deck using the instructions indicated within this document and within the Care and Maintenance Instructions provided online at www.HIMALAYAGLOBAL.in. If the affected area still remains unsatisfactory after you have tried these cleaning procedures, then you must have the affected area of your deck professionally cleaned at your expense. If the affected area remains unsatisfactory after the professional cleaning, you must contact ALFRESCO TERRA Consumer and Technical Support +91-9818154889 and provide proof of the professional cleaning within 30 days of the professional cleaning.

1.9 ALFRESCO TERRA written instructions are available from your ALFRESCO TERRA dealer or your contractor or from ALFRESCO TERRA at www.HIMALAYAGLOBAL.in or by writing to ALFRESCO TERRA at the address stated below.

M/s Himalaya Global
Karhans, Samalkha
G.T. Road, Panipat, Haryana

1.10 In the event of a failure of the above described ALFRESCO TERRA products within the applicable Warranty Period as warranted above, when properly installed, used and maintained in the manner required by this Section 1, ALFRESCO TERRA will replace the nonconforming item in the manner set forth in Section 2 below.

1.11 The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied) ALFRESCO TERRA makes for the above described ALFRESCO TERRA products. The Limited Warranty is subject to all

terms and conditions stated herein and no one (including but not limited to a ALFRESCO TERRA dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. ALFRESCO TERRA makes no other representation, guarantee or warranty regarding any ALFRESCO TERRA product. No one is authorized to make any representation, guarantee or warranty on ALFRESCO TERRA's behalf, and ALFRESCO TERRA shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any ALFRESCO TERRA Product other than as expressly stated in this Limited Warranty. THIS LIMITED WARRANTY COMPRISES ALFRESCO TERRA'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH ALFRESCO TERRA PRODUCTS. ALFRESCO TERRA DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. ALFRESCO TERRA EXCLUDES AND WILL NOT PAY FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL ALFRESCO TERRA BE LIABLE FOR ANY DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) WHICH EXCEED THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

2. ALFRESCO TERRA CLAIM PROCEDURE

2.1 In order to proceed with a warranty claim against ALFRESCO TERRA, the Purchaser must send to ALFRESCO TERRA a copy of this warranty document, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming ALFRESCO TERRA product. All warranty claims should be forwarded to the address noted in Section 2.2 below. Purchaser's original proof of purchase must be from an authorized ALFRESCO TERRA product dealer. The proof of purchase also shows (1) the date of the original purchase and (2) that sufficient ALFRESCO TERRA product has been purchased to cover the number of lineal feet claimed to be damaged. All warranty claims must be received by ALFRESCO TERRA within the applicable Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the ALFRESCO TERRA product.

2.2 All warranty claims should be sent as follows:

Himalaya Global
Claim Department
Karhans, GT Road, Samalkha, Haryana
Email: contact@himalayaglobal.in

2.3 Upon discovering a possible defect of any ALFRESCO TERRA product, Purchaser shall, at Purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all property and persons that could be ALFRESCO TERRA representative to enter upon Purchaser's property to inspect the alleged nonconforming product. Purchaser is not authorized to make any permanent repairs or remove any of the ALFRESCO TERRA products prior to ALFRESCO TERRA having completed its claim investigation and, should Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty provided by ALFRESCO TERRA. No ALFRESCO TERRA products shall be returned to ALFRESCO TERRA unless directed and authorized by ALFRESCO TERRA in writing to do so. Any removal or disposal of defective ALFRESCO TERRA products shall be at Purchaser's sole cost and expense.

3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

3.1 Purchaser's sole remedy, and ALFRESCO TERRA's sole liability to Purchaser, for (i) any claim whatsoever relating to the ALFRESCO TERRA product, (ii) any claims arising out of the marketing, purchase, installation, use, storage, possession

or maintenance of ALFRESCO TERRA products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or (iii) any claims that the ALFRESCO TERRA products failed to perform as warranted above, is and shall be limited to ALFRESCO TERRA's replacement of the defective ALFRESCO TERRA product. ALFRESCO TERRA shall not be responsible for the costs associated with the installation of the replacement ALFRESCO TERRA product or the disposal of the defective ALFRESCO TERRA product.

3.2 ALFRESCO TERRA's obligation to provide replacement products shall only be in an amount equal to the volume (linear feet) of defective material as listed on the Prorated Warranty Schedule contained herein or the number of defective ALFRESCO TERRA Fasteners. ALFRESCO TERRA's replacement obligation allows ALFRESCO TERRA to provide products as close in colour, design and quality to the original installation as reasonably possible, in ALFRESCO TERRA's discretion and determination. Purchaser acknowledges that ALFRESCO TERRA does not guarantee an exact match as colors and designs may change. Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. In ALFRESCO TERRA's sole and absolute discretion, ALFRESCO TERRA may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

Prorated Limited Warranty Schedule

Recovery	7-Yr Commercial/Residential
	Year of Claim
100%	0-3 years
60%	3-5 years
30%	5-7 years

3.3 Under no circumstances whatsoever shall ALFRESCO TERRA be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the ALFRESCO TERRA products or resulting, directly or indirectly, from any defect in the ALFRESCO TERRA products, including, but not limited to damage to, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if ALFRESCO TERRA is expressly advised about the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above limitation may not apply to you.

3.4 The Limited Warranty does not cover and ALFRESCO TERRA shall not be liable for any of Purchaser's installation, removal or reinstallation costs.

3.5 ALFRESCO TERRA does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to, in whole or in part, to: (i) improper installation of ALFRESCO TERRA products, (ii) failure to abide by ALFRESCO TERRA's written instructions, (iii) failure to comply with any and all applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping, (iv) use of ALFRESCO TERRA products beyond normal use or in an application not recommended or permitted by ALFRESCO TERRA's written instructions and applicable laws and building codes, (v) movement, distortion, collapse or settling of the ground or the supporting structure upon which ALFRESCO TERRA Products are installed, (vi) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair, (vii) any Act of God (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.), (viii) discoloration, fading, spotting or staining from or caused, in whole or in part, by mold, mildew, other fungal growth,

organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains), (ix) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces, (x) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides, (xi) fading, flaking or other deterioration of any paints, stains or other coatings placed on the ALFRESCO TERRA Products, (xii) climate change, environmental conditions, static electricity or any cause beyond the control of ALFRESCO TERRA, (xiii) variations or changes in colour of ALFRESCO TERRA products, (xiv) improper handling, maintenance, storage, abuse or neglect of ALFRESCO TERRA products by Purchaser or any other party, (xv) ordinary wear and tear, (xvi) impact from objects or (xvii) any fasteners not supplied or approved by ALFRESCO TERRA.

3.6 No warranty is given with respect to any fasteners other than the ALFRESCO TERRA Fasteners. Other fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer.

3.7 Purchaser and/or Purchaser's contractor or representative is solely responsible for determining the suitability of any ALFRESCO TERRA products for Purchaser's property and for the installation and use of any ALFRESCO TERRA products. Purchaser and/or Purchaser's contractor or representative shall be solely responsible for determining whether the ALFRESCO TERRA product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property. Purchaser acknowledges that ALFRESCO TERRA does not provide architectural or engineering services. ALFRESCO TERRA makes no express or implied warranty or representation as to the suitability of the ALFRESCO TERRA Products for, or actual performance, capabilities or operation of the ALFRESCO TERRA Products at, Purchaser's property or under the conditions of Purchaser's use.

3.8 All warranties provided by ALFRESCO TERRA, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs: (i) the ALFRESCO TERRA product is not installed, maintained and/or used strictly in accordance with ALFRESCO TERRA's written instructions, (ii) the ALFRESCO TERRA product is not installed in accordance with all applicable laws, codes and regulations; (iii) the intentional or unintentional misuse of the ALFRESCO TERRA product, whether foreseeable or unforeseeable; (iv) the failure of Purchaser to properly and/or timely maintain or repair the ALFRESCO TERRA product; (v) the failure by Purchaser to provide timely notice to ALFRESCO TERRA of any failure or defect of the ALFRESCO TERRA product; or (vi) use of fasteners other than the ALFRESCO TERRA branded fasteners or approved hidden fasteners listed on www.HIMALAYAGLOBAL.in to the extent that the ALFRESCO TERRA product failures resulted from the use of non-approved fasteners.

4. BINDING ARBITRATION AND CLASS ACTION WAIVER IF PURCHASER IS IN THE UNITED STATES AND INDIA

4.1 This section applies to any dispute between you and ALFRESCO TERRA relating to your ALFRESCO TERRA product which is not resolved as part of the warranty claim process. Purchaser may not proceed with any dispute resolution alternatives until and unless ALFRESCO TERRA and Purchaser fail to resolve Purchaser's claims during the warranty investigation process. "Dispute" will be given the broadest possible meaning allowable under law.

4.2 In the event of an unresolved warranty claim, Purchaser must provide written notice to ALFRESCO TERRA. Such written notice must (i) include a written statement of the facts, (ii) provide the name, address and contact information of the party giving it and (iii) the relief requested. You must send any Notice of Dispute by registered mail to

4.3 HIMALAYA GLOBAL, Claims Department, Karhans, GT Road, Samalkha, Haryana, Email:contact@himalayaglobal.in . Purchase and ALFRESCO TERRA agree to attempt resolution of such dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, Purchaser is authorized to commence arbitration.

4.4 BINDING ARBITRATION. IF YOU AND ALFRESCO TERRA DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Arbitration Act India. Any court with jurisdiction over the parties may enforce the arbitrator's award.

4.5 CLASS ACTION WAIVER. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Purchaser nor ALFRESCO TERRA will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

4.6 Arbitration Procedure, Costs, Fees and Incentives. Any arbitration will be conducted by Indian Council of Arbitration (ICA) under its Commercial Arbitration Rules. For more information, see <http://www.icaindia.co.in/> . In any dispute seeking less than Rs. 5,00,000 in damages, ALFRESCO TERRA will promptly reimburse your filing fees and pay the ICA's and arbitrator's fees if you are the prevailing party. You agree to commence arbitration only in New Delhi..

5. CHOICE OF LAW

5.1 HARYANA Jurisdictions shall apply in the interpretation of the Limited Warranty regardless of conflict of law principles.

Please register your warranty at www.himalayaglobal.in. ALFRESCO TERRA strongly suggests our customers register your warranty for quicker technical support and warranty service. ALFRESCO TERRA product registration is voluntary. Failure to register will not diminish your limited warranty rights.