

## limited warranty

1. Environ Biocomposites Mfg., LLC (Environ), makes the following limited warranty to the initial consumer or purchaser of Dakota Burl® and/or BIOFIBER™ Wheat (product). Environ will at its sole option, repair or replace the (product) purchased by the initial consumer or purchaser, without charge if:

- A. The (product) was used in an application approved by Environ for the use of the (product) at the time the (product) in question was manufactured by Environ; and
- B. The (product) cracks, chips, delaminates or otherwise fails during the first five years after initial installation due to a Environ manufacturing defect that makes the (product) unsuitable for its intended use; and
- C. The failure of the (product) in question was not caused by anything other than normal use conditions, such as improper handling; misuse or abuse after installation; excessive heat; impact of falling objects; moisture contact with the (product); failure of any adhesive, caulk, or other accessory, or failure of any caulked or filled joint or seam; vandalism; earthquake; hurricane; tornado; flood; fire; acts of God; or failure or distortion of a wall or the foundation of the structure (including settling of the structure or movement of framing members); and
- D. The (product) in question was put into use and maintained in the manner recommended by Environ in its publications relating to care (copies of which may be obtained free of charge by writing directly to Environ); and
- E. In the event that a finish coat was applied to the (product) in question by anyone other than Environ, then this warranty shall not apply to the finish coat, and this warranty shall apply to the (product) in question only if:
  - a. The finish coat involved was part of a finishing system previously approved by Environ for the use with the (product); and
  - b. The finish coat involved was applied according to the guidelines for its application provided by the manufacturer of the finishing system involved; and

- F. The (product) in question has not been removed from its original place of installation; and
- G. The initial consumer or purchaser follows the claim and inspection procedures set forth below; and
- H. The repair or replacement was authorized in advance in writing by Environ.

Environ's only obligation under this warranty shall be to reimburse the original consumer or purchaser for the cost of repair or replacement, at Environ's option, of the affected (product) panels, up to the amount of the original uninstalled purchase of the affected panels. This warranty is personal to the original purchase and is not assignable or transferable, and Environ's obligation under this warranty shall terminate upon transfer of the structure, furniture, or other object in which the (product) was used or installed.

2. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE WARRANTY SET FORTH ABOVE. ENVIRON SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN TORT, CONTRACT, OR OTHERWISE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES, DAMAGE TO A STRUCTURE OR ITS CONTENTS OR A PIECE OF FURNITURE OR LOST PROFIT) ARISING OUT OF THE USE OF OR INABILITY TO USE THE (PRODUCT).

3. All claims under this limited warranty must be made in writing within ten (10) days after discovery of the defect directly to: Environ Biocomposites Mfg., LLC, 221 Mohr Drive, Mankato, Minnesota 56001; Attention Customer Service. Environ must be given a reasonable opportunity to inspect the claim.

4. If any provision or clause of this warranty or any application thereof to any person, entity, or circumstances contravenes the laws of any state or jurisdiction or is held invalid by any court of competent jurisdiction, such provision shall be deemed not to be a part of this warranty in that jurisdiction, and such invalidity shall not affect any other provision or application of this warranty. To this end, the provisions of this warranty are severable.