



Letter of Warranty

Product Category:

Factory-Produced Wall Panels



KATERRA

katerra.com

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Katerra Limited Warranty

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Katerra warrants that its factory-produced wall panel products will be free of defects in material and workmanship when properly installed and serviced in normal owner-occupied single-family or multi-family residential, retail, hospitality, healthcare, mid-rise commercial, light industrial, educational, or civic structure installation applications.

When Katerra wall panels are sold as a material and installed by a non-Katerra installation team, the products have a 1-year warranty against manufacturing defects. In such cases, the warranty start date will be measured from the delivery date to the project site.

When Katerra wall panels are installed by a Katerra installation team, the products have 1-year material and installation warranties, and structural warranties equal to the lesser of (i) the expiration of the statute of repose in the state in which the wall panels have been installed, or (ii) 10-years. In such cases, the warranty start date is measured from the date of installation.

Katerra wall panels include interior, exterior, load-bearing, and non-load-bearing walls segments manufactured in one of Katerra's factories located in the United States.

Load-bearing wall panels will not be deemed defective, and no action will be required of Katerra unless there is actual physical damage that diminishes the ability of the wall panel to perform its load-bearing function such that the building becomes unsafe, unsanitary, or otherwise uninhabitable.

Subject to the terms and conditions listed below, Katerra will repair, provide a replacement part or product, or refund the original purchase price for the defective products during the warranty period. The decision to resolve warranty defects by repair, replacement, or refund will be made at Katerra's sole discretion. Licensed professionals should be used for all installations or repairs.

THE FOLLOWING CONDITIONS ARE NOT COVERED BY THE LIMITED WARRANTY:

- 1) Faults or damage caused by installation¹ error, improper maintenance, neglect, altering, tampering, or careless operation or handling or storage of the products that are not in accordance with Katerra instructions or industry best practices, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party.
- 2) Installation¹ of products with visual defects or nonconformities apparent before installation. All products must be inspected before installation.
- 3) Normal wear and tear, weathering, or normal deterioration are not considered warranty defects.
- 4) Damage caused after delivery, including damage to the product incurred during installation¹.
- 5) Loss or damage caused by or resulting from abnormal loading of wall panels by the Owner, which exceeds design loads.
- 6) Incidental or consequential damages including, but not limited to, costs of shelter, food, and transportation, moving and storage, any other expenses related to inconvenience or relocation during repairs to the building, and any diminution of the market value of the building.
- 7) Loss or damage to the building, persons, or property directly or indirectly caused by termites, other insects, birds, vermin, rodents, or other wild or domestic animals.
- 8) Force Majeure: Loss or damage caused by, or resulting either directly or indirectly from, accidents, riots and civil

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commotion, theft, vandalism, fire, explosion, power surges or failures, aircraft, vehicles, Acts of God, falling objects, smoke, water escape, lightning, windstorm, hail, tornado, hurricane, mudslide, earthquake, and volcanic eruption.

- 9) Loss or damage caused directly or indirectly by flood, wind-driven water, surface water, waves, tidal waves, overflow of a body of water, or spray from any of these (whether or not driven by wind); water which backs up from sewers or drains or water from broken or leaking plumbing pipes; changes in the water table which were not reasonably foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool, or other structure); canals, rivers, wetlands, springs, or aquifers.
- 10) Loss or damage caused by soil movement, including subsidence, expansion, or lateral movement of the soil (excluding flood and earthquake), which is covered by any other insurance or for which compensation is granted by state or federal legislation.
- 11) Labor: Unless installed by a Kattera team, this warranty is for material only; Kattera is not responsible for labor charges – including installation, removal, and reinstallation, or other incidental or consequential costs associated with the surrounding material. For products installed by non-Kattera teams, the original purchaser may be covered by separate workmanship or installation warranties from the licensed contractor who installed the product.
- 12) Residential & Light Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to residential and light commercial applications – including multi-family apartment units, schools, professional office buildings, retail, hospitality, and other similar installation applications only. Excluded from this limited warranty are operating environments and usage scenarios that significantly differ from normal residential or light commercial usage patterns and operating conditions. Examples include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment due to harsh or chemically caustic environments. If there are questions as to the type of use that is considered “Light Commercial”, please contact your Kattera sales representative before purchase and installation.

¹Installation defects are covered by this warranty if the Kattera wall panels are installed by a Kattera installation team. Installation defects for Kattera wall panels by non-Kattera installation teams are not covered.

Repair or replacement costs for any circumstances not covered by this warranty shall be borne by the customer.

This warranty is not in force until full payment has been received for the covered products.

This warranty is not a statement of the expected useful life of any Kattera product.

Repaired or replaced products are warranted for the unexpired portion of the original product’s warranty period. The original warranty period is not extended by repair or replacement activities.

This warranty is extended to the original purchaser or owner at the original installation location in the United States and is non-assignable and non-transferable.

Kattera’s total liability or cost, for the life of this warranty, is limited to, and capped at, the original purchase price of the warranted product(s) – whether the claim is based on strict liability, negligence, breach of warranty or any other theory or cause of action.

DISCLAIMER OF IMPLIED WARRANTIES

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TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ARE DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KATERRA OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM KATERRA AND REPRESENTS THE SOLE REMEDY TO THE OWNER OF KATERRA PRODUCTS EXCEPT AS OTHERWISE REQUIRED BY LAW. KATERRA MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW. KATERRA DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

WARRANTY CLAIMS

To submit a warranty claim:

Web: www.warranty.katerra.com

Mail: Katerra Warranty Department
9305 E Via de Venture, STE 200
Scottsdale, AZ 85258

Product description and proof of purchase are required to support any warranty claim.

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PROJECT DETAILS

Project's Name: _____

Project's Street Address: _____

Product Delivery Date: _____