Virobuild™

Certificate No. ID02/00008

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5 YEAR LIMITED WARRANTY
Viro Mexican Rain Cape

PT POLYMINDO PERMATA, a limited liability company duly incorporated under the laws of the Republic of Indonesia**,** whose principal place of business is Kawasan Industri Jatake, Jl. Industri 2 Blok F No. 8, Tangerang 15135, Banten, Indonesia ("**the Company**"), is the manufacturer of **Viro ® Mexican Rain Cape (MRC)**. The Company hereby offers this limited warranty ("Limited Warranty") subject to the following terms and conditions:

I - DEFINITIONS

The following definitions shall apply to this Limited Warranty:

A. "**Product" or "Products**" as used herein shall mean Viro ® Mexican Rain Cape

B. "**Defect" or "Defective Produc**t" as used herein shall mean:

1. Rot or decay to the Product.
2. De-lamination of the thatch or reeds equal to more than forty percent (40%) of the total affected Product.
3. Ultraviolet ("UV") degradation, which substantially negatively inhibits integrity of the Product, equal to a loss of fifty percent (50%) or more of its original design properties.
4 During the first three (3) years, color fading consisting of a forty-five percent (45%) overall fade of L, A, and B values in the first three (3) years from the date of purchase.

II - LIMITED WARRANTY

A. **Express Warranty.** The Company warrants to the Original Owner of the Product, subject to the following terms and conditions, that the Product(s) will be free of

Exhibit E-1
a Defect as defined above, for a term of Five (Five) years (the "Limited Warranty Term") from the date of purchase of the Product.

B. **Disclaimer of Warranties**. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND THE IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE**.

C. **Acts of God, Inclement Weather, etc.** The Company expressly disclaims any liability whatsoever for damages or Defect resulting from or caused by lightning, windstorm, hurricane, tornado, fire, hailstorm, impact of foreign objects or other storm or casualty or Act of God, or damage to the Product due to settlement, earthquake, distortion, failure, or cracking of the roof, deck, walls, or foundation of any underlying or associated structure or part thereof, or any defect in materials used as a base over which the Product is applied, or damage to the Product resulting from or caused by foot or other traffic on the Product.

D. **Negligent Construction, Improper Care of Product, etc.** The Company expressly disclaims any liability whatsoever for any failure or Defect resulting from improper installation, maintenance, repair, or storage of the Product, any such causes including, but not limited to, damage from other or related work

III - REMEDIES

A. **Replacement of Defective Product.** During the first Two (2) 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 substantially similar to the Defective Product as determined in the sole discretion of the Company, by the Company within a reasonable time of notice of the 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 ReplacementCosts.** During the last Three (3) 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 substantially similar to the Product as determined in the sole discretion of the Company (the "Replacement Product"), by the Company's sale of 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 Three (3) of the Limited Warranty Term, the Company's standard pricing shall be reduced by fifty percent (50%); during year Four (4) and Five (5), inclusive, of the Limited Warranty Term, the Company's standard pricing shall be reduced by an amount equal to fifty percent (50%) minus twenty

five percent (25%) for each year of the Limited Warranty Period after the third 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 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. 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.

C. **Disclaimer of Incidental or Consequential Damages.** **IN NO EVENT, WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE OR FOR ANY OTHER CAUSE, SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INICIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE INTERIOR OF THE BUILDING OR TO ANY PROPERTY CONTAINED THEREIN OR THEREABOUT OR FOR ANY INJURIES OR DAMAGES SUSTAINED BY ANY PERSON(S) OR ANY SPECIAL DAMAGES OF ANY KIND WHATSOEVER**.

IV - CLAIMS

A. **Notice of Defect.** Claims under this Limited Warranty must be submitted in writing, together with proof of purchase and installation dates, to the Company at **PT POLYMINDO PERMATA,** Kawasan Industri Jatake, Jl. Industri 2 Blok F No. 8, Tangerang 15135, Banten, Indonesia or at such other address as the Company may identify from time to time, within thirty (30) days after discovery of the alleged Defect. To establish the purchase and installation dates, complete the warranty registration at Viro website www.virobuild.com, within thirty (30) days after completion of installation of the Product.

B. **Investigation of Claim and Resolution Procedure.** Within a reasonable time following receipt of the claim, the Company shall, at its discretion, investigate the claim
Exhibit E-1
and, if the Company determines that the Limited Warranty covers the alleged Defect, the Company shall resolve the complaint in accordance with the terms and conditions of this Limited Warranty within a reasonable period of time thereafter. In no event shall the Company be liable for unauthorized replacement of the Product or any other labor or material charges or changes incurred prior to the Company's acknowledgement that it will replace the Defective Product, or remit a percentage of replacement costs, whichever is applicable, as allowed under Section III above.

V - LIMITATION ON ASSIGNMENT OF LIMITED WARRANTY

A. **Assignment.** To the extent permitted by law, this Limited Warranty is not assignable or transferable under any circumstances, and shall expire upon the sale or exchange of the property. Notwithstanding the foregoing, the Limited Warranty may be

assigned upon the transfer of ownership of new construction property to the property's first inhabitant at the time of the sale of the property.

B. **Warranty Transfer Form.** The assignment or transfer of this Limited Warranty may be effected by submission of the enclosed Warranty Transfer Form to the Company at its address as listed above in Section IV(A) within thirty (30) days following transfer of the newly constructed property, signed by the transferor and the transferee.

VI - ACTIONS VOIDING LIMITED WARRANTY

A. **Alteration of the Product.** Any alteration of the Product shall void this Limited Warranty and the remedies available hereunder unless such alteration is approved in advance, in writing by the Company.

VII - NO AGENCY

Exhibit E-1

Installers of the Product, whether Certified Installers or not, 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.

NO REPRESENTATIVE, EMPLOYEE OR AGENT OF THE COMPANY OR ANY OTHER PERSON HAS AUTHORITY TO ASSUME OR BIND THE COMPANY FOR ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT BEYOND THAT SET FORTH HEREIN, UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE PRESIDENT OF THE COMPANY.

VIII - MISCELLANEOUS

A. **Governing Law.** This Limited Warranty and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of Jakarta – Indonesia.

B. **Venue and Jurisdiction.** The exclusive jurisdiction and venue shall be in the Circuit Court Jakarta - Indonesia, or such courts of appeal and Indonesia courts as have jurisdiction over Jakarta city, in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Limited Warranty. Each party asserting a claim under this Limited Warranty agrees that it will not assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.

C. **Arbitration**

In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to Indonesian Arbitration Association Jakarta Regional for arbitration in accordance with the applicable Indonesia Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and

judgment may be entered thereon. The Company & product owner both waive a trial by jury.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's

award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

D.**Captions and Headings**. Titles, captions, and headings contained in this Limited Warranty are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Limited Warranty or the intent of any provision hereof.

E. **Severability**. If any provision in this Limited Warranty is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal, or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality, or un-enforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Limited Warranty shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Limited Warranty had never contained any such invalid, illegal, or unenforceable provision.