

MagPanel[®] Limited Warranty

1. WARRANTY & COVERAGE

This Limited Warranty covers Ambient[™] MgO Magnesium Oxide (MgCl) and MgSO₄ Magnesium Sulfate Boards (*hereinafter "Product"*). Warranty applies to the commercial or residential builder or contractor who is the original purchaser (*hereinafter "Buyer"*) of the Product, and to the first owner of the residential or commercial building in which the Product is installed.

Warranty Period: Product shall be covered for a period of two (2) years from the date of delivery to the Buyer, subject to the terms and conditions of this Limited Warranty.

Ambient[™] Building Products (*hereinafter "Supplier"*) warrants that at the time of receipt, Product will be within plumb to within 1% of advertised measurements and be free from manufacturing defects including: swelling, rotting, and delamination.

This warranty is non-transferable and does *not* apply to Products sold at auction.

2. TERMS & CONDITIONS

In order for this Limited Warranty to be valid, the Product must have been purchased by a qualifying Buyer located in the United States and installed in a building(s) within the United States.

The Product must be stored according to the manufacturer's instructions at all times between purchase and installation.

Any claims under this Limited Warranty must be made prior to expiration of the Warranty Period. Buyer must inform Supplier of any defects within thirty (30) days of receipt of the Product and prior to any modification, repair, or alteration of the Product.

Buyer must provide proof via photographic evidence of the defect within seven (7) days of discovery to the Supplier. The Buyer must also provide documentation of proper storage and handling of the Product.

Any attempts to fix the defect prior to informing Supplier will invalidate the warranty.

3. EXCEPTIONS & LIMITATIONS

This warranty does not cover damages or claims caused by, resulting from, or attributed to:

- A. Improper use, storage, handling, or installation of the Product (including the use of improper fasteners).

- B.** Deterioration due to improper framing or flawed structural design.
- C.** Settlement or movement of the structure to which the Product is attached.
- D.** Use or installation of any Product that has been damaged during shipment.
- E.** Improper modification, repair, or alteration of the Product which reduces the structural integrity.
- F.** Exceeding the maximum floor deflection or load standards.
- G.** Improper weatherproofing, sealing, priming, or mudding of the Product.
- H.** Acts of God including but not limited to; floods, hurricanes, tropical storms, tornados, lightning, earthquakes, and other instances of severe weather.

4. EXCLUSIVE REMEDIES

When a warranty claim is submitted, Supplier will determine the liability under the scope of the warranty and decide the appropriate course of action.

It is at the discretion of the Supplier to provide one of the following:

- Replacement of the Product, if available.
- Refund of the original purchase price.

Supplier will not reimburse the Buyer for labor, storage, transport, or any other costs related to the receipt of the defective Product.

By purchasing MgO and MgSO₄ panels from Ambient™ Building Products, Buyer agrees to all terms laid out in the warranty.