

1. **Limited Warranty.** The IntenteK™ Wireless Charging Surface consists of IntenteK™ laminate, laminate backer, electronics module and power cord. FORMICA warrants to the Buyer to which FORMICA has sold its IntenteK™ Wireless Charging Surface (the “Buyer”), that for a period of (1) one year from the date of first sale, this product will be of merchantable quality, reasonably free of defects in materials and workmanship, manufactured in accordance with applicable Qi standards, and that when properly stored, handled, fabricated and installed, will conform, within accepted tolerance, to the specifications stated in the Material Properties Datasheet published on the date of delivery at www.Formica.com. Only the limited warranty published at www.Formica.com as of the date of initial shipment of the IntenteK™ Wireless Charging Surface to the Buyer shall be applicable and effective.

2. **Remedy.** In the event that an IntenteK™ Wireless Charging Surface fails to conform to this limited warranty, FORMICA shall, at its sole option and discretion, either repair the defective IntenteK™ Wireless Charging Surface or furnish replacement IntenteK™ Wireless Charging Surface. The period of limited warranty applicable to a repaired or replaced IntenteK™ Wireless Charging Surface shall be the remainder of the unexpired period of this limited warranty. If FORMICA chooses to repair the defective IntenteK™ Wireless Charging Surface, FORMICA or its agent must be allowed to make the repair. If FORMICA chooses to supply new IntenteK™ Wireless Charging Surface, FORMICA is only obliged to supply IntenteK™ Wireless Charging Surface that matches the color of the product originally supplied as closely as possible and is not obliged to supply an identical color.

3. **Limited Warranty Conditions.** This limited warranty shall be null and void and/or shall be deemed revoked upon any failure to fully adhere to any of the following conditions:

1. the Buyer has paid the price of the IntenteK™ Wireless Charging Surface in full and has complied with all its (payment) obligations to FORMICA;
2. the IntenteK™ Wireless Charging Surface shall have been installed to meet all applicable codes and standards, laws and regulations;
3. the storage, transport, processing, application, fabrication, installation and/or maintenance instructions for the IntenteK™ Wireless Charging Surface, specified at www.Formica.com when the IntenteK™ Wireless Charging Surface were delivered by FORMICA to the Buyer, have been fully adhered to;
4. upon delivery of the IntenteK™ Wireless Charging Surface to the Buyer, the Buyer shall have promptly inspected the IntenteK™ Wireless Charging Surface to determine the presence of any patent defects (meaning any defects that are apparent, or should have been apparent, to the Buyer by a visual inspection), and the Buyer shall have notified FORMICA of any such patent defects in writing within thirty (30) days of the date of delivery of the IntenteK™ Wireless Charging Surface to the Buyer, or within ten (10) days of finished assembly inspection with Test Receiver provided such inspection occurs within a year and the IntenteK™ Wireless Charging Surface has been stored according to the guidelines specified at www.Formica.com;

5. the IntenteK™ Wireless Charging Surface shall not have been modified or altered following delivery of the IntenteK™ Wireless Charging Surface to the Buyer except as necessary for proper installation meeting all applicable codes and standards;
6. for purposes of making a claim under this limited warranty for anything other than a patent defect described above, the Buyer shall have notified FORMICA in writing of any alleged defect within thirty (30) days of the date that the Buyer discovered or should have reasonably discovered such defect, and submitted the claim to FORMICA accompanied by this limited warranty, and with evidence that the IntenteK™ Wireless Charging Surface were purchased by the Buyer directly from FORMICA; and
7. upon receipt of a claim pursuant to this limited warranty, FORMICA shall have been afforded reasonable opportunity to inspect the allegedly defective IntenteK™ Wireless Charging Surface and the Buyer shall have provided FORMICA with any and all information and documentation in the Buyer's possession or control regarding the IntenteK™ Wireless Charging Surface, including information concerning installation and maintenance.

4. **Limitations of Damages;** Exclusive Remedy. REPAIR OR REPLACEMENT OF DEFECTIVE INTENTEK™ WIRELESS CHARGING SURFACE SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FORMICA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR BREACH OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. FORMICA is not liable for indirect losses, losses incurred by third parties, or losses to the extent covered by any insurance taken out by the Buyer. Removal and reinstallation of IntenteK™ Wireless Charging Surface repaired or replaced under this limited warranty shall be at the Buyer's sole cost and expense which shall include the following costs: the cost of dismantling a supporting structure, the costs of repairing a supporting structure, and other similar costs. Under no circumstance shall FORMICA'S liability under this limited warranty exceed: (1) the sum that is equal to the corresponding price of the IntenteK™ Wireless Charging Surface in question (excluding sales tax), noted on the purchase invoice and paid by the Buyer; or (2) the sum of USD 10,000 dollars. All rights and claims that the Buyer has under this limited warranty expire one (1) year from the date on which the IntenteK™ Wireless Charging Surface is delivered to the Buyer.

5. **Exclusions.** This limited warranty does not cover any defect in any materials or components other than the IntenteK™ Wireless Charging Surface, or damages attributed to causes unrelated to the IntenteK™ Wireless Charging Surface manufacturing process, including but not limited to incorrect, faulty or improper handling and/or installation, damages caused by or resulting from the combination or assembly of any such other materials or components with the IntenteK™ Wireless Charging Surface, outdoor use, exposure to corrosive elements in the atmosphere, mildew, the use of harmful or inappropriate cleaning compounds, water damage, foreign objects, vandalism, malicious mischief, impact, unreasonable use, misuse, physical abuse, accidental damage, act of war, terrorism, civil disobedience or any "force majeure" whatsoever.

6. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE INTENTEK™ WIRELESS CHARGING SURFACE PROVIDED IS SOLD “AS IS,” AND FORMICA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY FORMICA, and supersedes all other warranties, including any based upon oral or written representations. In no event shall FORMICA be liable for any claims, costs or damages arising out of or relating to Buyer’s lack of compliance with any applicable code(s) or industry standard(s). All other claims made by the Buyer are excluded. Any transfer or assignment of rights by the Buyer under this limited warranty shall be void.

7. **Legal Action.** Any legal action, suit or proceeding against FORMICA arising out of or relating to this limited warranty shall be governed by and be construed in accordance with the law and exclusive jurisdiction of the courts of the State of Ohio, USA. Any such action will be barred if not commenced within one (1) year of the date the Buyer discovered or should have reasonably discovered that an IntenTek™ Wireless Charging Surface IntenTek™ Wireless Charging Surface fails to conform to this limited warranty.