



# PANGO® WRAP LIMITED WARRANTY ISSUER: STEGO TECHNOLOGY, LLC (“Stego Tech”)



Applicable Date: January 1, 2018 | Revision Date: October 30, 2018 | Version Number: 2.0

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This Pango Wrap Limited Warranty (“the Warranty”) commences on the Effective Date and applies to Pango Wrap Underslab Physical Termite Barrier (for the purposes of this Warranty “Pango Wrap”).

Stego Tech recommends installation of Pango Wrap per ASTM E1643, its published installation instructions, and in accordance with all site-specific recommendations of the project’s design team. Pango Wrap is specifically engineered to be installed in conjunction with its proprietary accessories, including Pango® Tape, and Pango Claw®. Additionally, to avoid puncturing Pango Wrap and comply with ASTM E1643, Stego Tech recommends utilizing the Beast® Screed system of vapor barrier-safe accessories.

## WARRANTY TERMS AND CONDITIONS

### 1 PANGO WRAP WARRANTY

Stego Tech recognizes the most current version of ASTM E1745 (at the time of material purchase) as the governing standard specification for under-slab vapor retarders. Subject to the limitations set forth below, for the Life of the Building™ Stego Tech warrants that Pango Wrap:

- (a) meets all of the requirements for its designated ASTM E1745 classification;
- (b) is constructed without the use of any chemical termiticides;
- (c) has been tested in accordance with each of the following ASTM test methods:
  - i. ASTM E1745 – *Standard Specification for Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs*
  - ii. ASTM F1249 – *Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using a Modulated Infrared Sensor*
  - iii. ASTM D1709 – *Test Methods for Impact Resistance of Plastic Film by Free-Falling Dart Method*
  - iv. ASTM D882 – *Test Method for Tensile Properties of Thin Plastic Sheeting*
  - v. ASTM E154 – *Sections 8, 11, 12, 13 – Permeance After Conditioning*<sup>1</sup>
  - vi. ASTM D1434 – *Standard Test Method for Determining Gas Permeability Characteristics of Plastic Film and Sheeting*
  - vii. ASTM D4833 – *Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products*
- (d) will be free from Manufacturing Composition Defects;
- (e) will prevent underslab Termite Infestation caused by Termite penetration of the Pango Wrap for **a period not less than five (5) years** from the Date of Installation;
- (f) eligible for input on project-specific installation best practices by a Stego Tech-authorized representative during the preconstruction phase upon reasonable notice, in-person or remotely; and
- (g) eligible for Site Review by a Stego Tech-authorized representative, in-person or digitally, for input on installation prior to concrete placement upon reasonable notice.

This Warranty is the sole Warranty given by Stego Tech or its Affiliates as to Pango Wrap. All installations or uses of Pango Wrap automatically activate this Warranty. If you do not wish to be bound by the terms of this Warranty, please return the Pango Wrap for a full Refund. Otherwise, all installations will be presumed to have agreed to the terms herein.

### 2 NOTICE AND CLAIMS

Any Claim pursuant to this Warranty Paragraph 1(a)-(d) or (f)-(g) must be Certified and must be made within sixty (60) days of the date discovered or the date it should reasonably have been discovered in order for Stego Tech to evaluate the Claim and replace the Pango Wrap. Claims may be made at any time during the Life of the Building. Such replacement (or at Stego Tech’s option, Refund of the verified purchase price) shall be your sole and exclusive remedy for any such Claim.

<sup>1</sup> Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.

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Note - legal notice on last page.



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### 2 NOTICE AND CLAIMS *CONTINUED...*

Any Claim pursuant to Paragraph 1(e), Termite Penetration, must be Certified and must be made within sixty (60) days of the date discovered or the date it should reasonably have been discovered in order for Stego Tech to evaluate the Claim and replace the Pango Wrap. Claims must be made no later than five (5) years from the Date of Installation.

### 3 WARRANTY AND CONDITIONS TO COVERAGE

This Warranty excludes any defect or damage caused by: (a) faulty or improper installation of the Pango Wrap, including the failure to comply with published specification and installation recommendations in effect at the time of installation; (b) improper use, storage or site conditions (e.g noncompliance with the terms of the Pango Wrap Material Safety Data Sheet); (c) any below-concrete slab or similar activity, and any other maintenance, repair, alteration or new installation to the Building that occurs after the completion of the original installation that impacts the Pango Wrap; (d) damage caused by non-Stego Tech materials; (e) factors beyond the reasonable control of Stego Tech or its Affiliates, including, but not limited to, natural disasters such as lightning, floods, windstorms, seismic disturbances, hurricanes, tornadoes, or impact of foreign objects or other violent storms or casualty; (f) damage resulting from any form of misuse, abuse or negligence; (g) damage resulting from exposure to chemicals or other materials that degrade or destroy the Pango Wrap; (h) structural defects or failures in the Building to which the Pango Wrap is installed.

Your sole remedy under this Warranty is, at Stego Tech’s option: (a) Refund of the purchase price paid; (b) replacement of so much of the Pango Wrap as Stego Tech deems necessary; or (c) Paragraph 1(e) only, replacement of Structural Timber within the Building which has been rendered structurally unsafe, as determined by Stego Tech, solely as a result of damage caused exclusively by a failure of the Pango Wrap in breach of Paragraph 1(e) of this Warranty.

### 4 WARRANTY EXCLUSIONS

Except where prohibited by law, this Warranty and the remedies expressly stated herein are the exclusive warranties and remedies provided to you with respect to the Pango Wrap and supersede any prior, contrary or additional representations, whether oral or written. No representative, distributor, dealer or any other person is authorized to make, or makes any warranty, representation, condition or promise with respect to the Pango Wrap. **ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED – WHETHER EXPRESS, IMPLIED, OR STATUTORY – INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.**

In no event shall Stego Tech or its Affiliates be liable for any incidental, special, indirect, consequential damages, including but not limited to lost income or loss of use. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or any other legal or equitable theory.

### 5 REPAIR OR REPLACEMENT LIMITS

The maximum liability under the Warranty for any Claim under Paragraph 1(e) shall be \$50,000.00. However, in the event that the purchase price of the Pango Wrap exceeds \$50,000.00, then in that situation ONLY, Stego Tech shall Refund the full verified purchase price in excess of \$50,000.00, if necessary.

All other Claims are limited as specified herein.

### 6 SEVERANCE

If any provision in this Warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of the Warranty.

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*Note - legal notice on last page.*



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## 7 DISPUTE RESOLUTION

It is the intention of the parties to use their reasonable best efforts to informally resolve, where possible, any dispute, claim, demand or controversy arising out of the performance of this Warranty by mutual negotiation and cooperation. In the event that the parties are unable to informally resolve a dispute, the Parties agree that such disputes shall be completely and finally settled by submission to arbitration before a single arbitrator under the Judicial Arbitration and Mediation Services (JAMS) Arbitration Rules then in effect. Good faith mediation shall be a condition precedent to initiating arbitration. Unless the parties agree otherwise, the arbitration shall take place in Orange County, California, U.S.A. The award of the arbitrator shall be in writing, shall be final and binding upon the parties, shall not be appealed from or contested in any court and may, in appropriate circumstances, include injunctive relief. Judgment on such award may be entered in any court of appropriate jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce that award may elect. The prevailing party shall be entitled to recover its attorney fees and costs. This Agreement shall be governed in all respects by the laws of the State of California without regard to the conflict of law provisions thereof. Neither party will consolidate, or seek class treatment for any action unless previously agreed to in writing by all parties.

## DEFINITIONS

“**Affiliates**” means Stego Tech affiliated entities, partners, joint venturers, suppliers, vendors, subcontractors, representatives, and agents.

“**Applicable Date**” means the Limited Warranty applies to material sold on or after January 1, 2018.

“**Building**” means the building above which Pango Wrap was installed, as verified by Stego Tech.

“**Certified**” means that you have investigated whether a breach of this Warranty occurred and obtained and provided a qualified inspector report confirming evidence exists of such a Defect. Stego Tech reserves the right to independently verify any Claims.

“**Claim**” means a claim for relief under the Warranty.

“**Date of Installation**” means the date Pango Wrap was installed, as verified by Stego Tech.

“**Effective Date**” means date of first sale as verified.

“**Life of the Building**” means the duration of which the building originally installed atop of the Pango Wrap is in good and working condition.

“**Manufacturing Composition Defect**” means any condition of the Pango Wrap that does not meet the material’s intended design and is disclosed to Stego Tech during the Life of the Building.

“**Repair**” means to remediate to the extent deemed reasonable and necessary by Stego Tech.

“**Site Review**” means a review of representative portions of the Pango Wrap installation (digitally or in-person, when possible, and as determined by Stego Tech authorized representative) prior to concrete placement to help ensure compliance with governing installation standard, ASTM E1643, Stego Tech’s installation instructions, and/or, if applicable, the design team’s recommendations (e.g. contract documents). Site Reviews are not a full site inspection.

“**Stego Tech**” means Stego Technology, LLC, a California limited liability company with its principal place of business located at 216 Avenida Fabricante, #101, San Clemente, California 92672. Stego Industries, LLC is the exclusive representative of Pango Wrap and accessory products, owned by Stego Technology, LLC, a wholly independent company.

“**Structural Timber**” means timber providing vertical or lateral support for the Building, as determined by Stego Tech.

“**Termite**” or “**Termites**” means subterranean termites only.

“**Warranty**” means this Pango Wrap Limited Warranty.

