

## MATERIALS AND BUILDING GUARANTEE

**T**hanks to the quality of the building materials that Megapark uses to build your residence, and for the customers' tranquility, we extend a guarantee for the materials and labor (mano de obra) used at the construction site, for a 2 (two) year period starting from the date the residence is delivered to the customer.

Such guarantee covers cimentation, the galvanized steel structure (estructura del acero galvanizado), all the yeso panels, all the materials used to put together and seal the panels, cancelería, windows, doors, all the electric, plumbing and gas installations, all the coverings and finishing accessories that provide shape to the residence, as long as they have been acquired and handled by Megapark.

Megapark and the Owner agree that this guarantee remains subject to the following:

### CLAUSES:

**FIRST.-** In the unlikely case that the materials present a flaw, in the building or installations, Megapark commits to repair, change or correct the parts or products that are not working appropriately WITH NO CHARGE for the customer.

**SECOND.-** Like in all existing building systems, the extreme risk situations can be a factor that attempts against any type of building. This is the reason why this guarantee does not cover such situations, like flooding, earthquakes, hurricanes, lightning, or electric discharges produced by storms.

**THIRD .-** This guarantee is valid considering that the structure, installations and equipment (accessories and coverings) of the property are being put to its good use, so any claim or discomfort that originates from a damage, flaw, or malfunction, from the customer's overlook, will not be valid.

**FOURTH. -**The Owner ACCEPTS AND RECOGNIZES that the guarantee of the accessories that are part of the property is independent to the one that Megapark is offering on this document, because each accessory has an individual guarantee, that is responsibility of the fabricant or distributor of such accessory.

As a result of the affairs previously disclosed, the Owner CAN NOT DEMAND from Megapark to valid the guarantee of any accessory that is due the date of its individual guarantee.

With the purpose of being accurate, this document is attached to a list where all the accessories that are part of the residence are included, and also the time period that holds the individual guarantee of such ("Only Annex").

**FIFTH.-** Any change in size, shape or any other, shall be done by Megapark, if not this guarantee won't be valid at all.



**SIXTH.**- In a textual, yet no limitative way, the present guarantee won't be valid in the following cases:

- When the guarantee claim is not presented in paper or outside the 2 year period that holds this guarantee..
- When even properly presented, the structure or installations and/or equipment have signs or misuse or of a lack of proper maintenance.
- When the Owner does repairments, adequations, or any other modifications on its own, to the house.
- For the major causes stablished on the SECOND CLAUSE of this guarantee.

SEVENTH. - The Owner, Mr. (Mrs.) \_\_\_\_\_, recieves from Megapark the property located at \_\_\_\_\_, At the Date of \_\_\_\_\_.

**"THE OWNER"**  
Represented by Mr.

**"MEGAPARK, S.A. DE C.V."**

\_\_\_\_\_  
Name Of Representant

\_\_\_\_\_  
Name Of Representant

**MEGAPARK S.A. DE C.V.**

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