

LEVILUX

10 YEARS WARRANTY CONDITION

CORRUGATED POLYESTER
MODIFIED SHEET
October 10, 2013

Koscon Industrial S.A.

Via Lische 11/13
6855 STABIO (SWITZERLAND)

MOD. 215 REV 00 2013

1. Significance of the warranty

1.1 This warranty in favour of the buyer integrates the order confirmation and the general conditions of sale, except if otherwise agreed.

2. Validity of the warranty

2.1 The warranty of KOSCON INDUSTRIAL S.A. (hereinafter KOSCON) has a validity of 10 (ten) years, starting from the date of invoice of the goods for the loss of Light transmission and for the yellow index (§ 4.1 and 5.1).

2.2 This warranty has a validity of 5 (five) years, starting from the date of invoice of the goods for the breakage due to hail (§ 3.1 and 3.2).

3. Breakage due to hail

3.1 KOSCON warrants that during the period of warranty of 5 (five) years the sheets LEVILUX with a minimum thickness of 0.8 (zero point eight) mm will not be affected by breakages due to hail. Breakage due to hail means that the external wall of the sheet presents in an even and diffuse manner, holes caused by hail.

3.2 The warranty condition mentioned in article 3.1 is subordinated to the execution of a simulated crash test on the challenged sheet by means of standardized artificial grains of a diameter of 20 (twenty) mm which shall hit the sheet with a speed of 15 (fifteen) m/s. Should such test not produce evidence of breakages on the external wall, the claim will be rejected.

4. Degree of light transmission

4.1 During the 10 (ten) years of the warranty the LEVILUX corrugated sheets will maintain a high and long-lasting degree of light transmission. KOSCON warrants that, with respect to the initial value, the loss of light will not be higher, when measured in conformity to the standard ASTM D 1003 (see article 5.2) to 10 (ten) % during the first 5 (five) years and 20 (twenty) % during the next 5 (five) years.

5. Index of yellowing

5.1 During the 10 (ten) years of warranty with regard to LEVILUX corrugated sheets the index of yellowing of the sheets shall not undergo a variation higher than with respect to the initial value measured in accordance with the standard ASTM D 1925 (see article 5.2): 10 (ten) Δ for during the first 5 (five) years and 20 (twenty) Δ during the next 5 (five) years.

5.2 The measurements indicated in the previous articles 4.1 and 5.1 shall be executed on sheets free from dirt and scratches.

6. Obligations during the warranty

6.1 During the warranty period, upon written request, KOSCON shall, at his choice, either (i) eliminate the defects as soon as possible, or (ii) substitute the sheets which do not correspond to the characteristics specified in this warranty, or (iii) indemnify the buyer for his damage, nevertheless the indemnity shall not be higher than the purchase price of the defective single product.

Percentage replaced		
Period after purchase date	weathering (§ 4.1, 5.1)	damage by hail (§ 3.1, 3.2)
Up to 5 years	100%	100%
during the 6 th year	75%	-

during the 7 th year	60%	-
during the 8 th year	45%	-
during the 9 th year	30%	-
during the 10 th year	15%	-

6.2 Any further obligation deriving from defective delivery is excluded and in particular the buyer's option to claim for the rescission of the agreement is excluded.

6.3 Further costs for example: transportation, costs for disassembling and reinstallation or of any other nature are expressly excluded.

7. Warranty conditions

7.1 This warranty applies only if the end-user request are made in writing to KOSCON:

- within 8 (eight) days as of the discovery of the defect.
- attaching copy of the purchase document (invoice).
- attaching a significant specimen including the batch code and possibly photos, clearly showing the defect found.
- with their authorization for an inspection at the installation site by KOSCON or by a third party authorized by KOSCON.

7.2 This warranty applies only if the products were forwarded, handled, stocked, processed and installed in observance of all technical instructions listed in the technical literature issued by KOSCON and available upon request.

8. Exclusion of the warranty

8.1 The warranty is not valid for damages due to not qualified use. With not qualified use we mean for example:

- Use of sheets which have been exposed to aggressive chemical agents.
- Use of scratched sheets or sheets with gels/inclusions.
- Inadequate or insufficient cleaning of the sheets with respect to the applicable technical instructions.
- Use of joining and/or fixing elements and/or adhesive and/or sealant which are not compatible with the sheets or inadequate use of them.
- Use of sheets which have been exposed to heating sources and/or thermoformed.
- Use of sheets which have undergone crashing and/or overheating;
- Installation of sheets with the UV protected surface exposed inwards and not outwards.
- The bending radius of the sheets is not made in accordance with technical specifications written in KOSCON's technical manuals and documents.
- Sheets exposed to sandstorms or aggressive ambient conditions.
- LEVILUX sheets exposed to a temperature over 90° C.

9. Exclusive jurisdiction: the registered office of KOSCON

Nevertheless KOSCON has the right to sue the buyer at any other competent jurisdiction.

10. Applicable law

The agreement shall be governed by the Swiss law, with the exception of the Vienna Treaty of April the 11th 1980, which is not applicable.

IN ANY CASE THIS WARRANTY IS LIMITED ONLY TO THE VALUE OF THE SHEET. THIS WARRANTY EXPRESSLY EXCLUDES ANY OTHER CLAIM FOR DAMAGES OR LOSSES, EITHER DIRECT OR INDIRECT, WHATEVER THE REASON WAS.

COMPANY WITH
QUALITY SYSTEM
CERTIFIED BY DNV
= ISO 9001 =

Koscon Industrial S.A.
Registered Office & Factory
Via Lische 11/13 - P.O. Box 702
6855 - Stabio - Switzerland
T. +41 (0)91 641 72 72
F. +41 (0)91 641 72 80
P. Iva CHE-101.684.884