

**POLYÙ ITALIANA S.p.A.**

Uffici/Unità operativa:

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**10-YEAR WARRANTY****RESISTANCE TO AGEING AND HAIL**

The present warranty in Purchaser's favour is additional to what legally established about for the purchaser.

PRODUCT :  
INVOICE :  
CUSTOMER :WARRANTY No :  
DATE :

1. Cellular polycarbonate POLYÙ's products – only referred to translucent and uv-protected sheets, are covered by a warranty for the characteristics as below described in points A, B and C:

- A. The product will not decrease in 10 years of a light transmission value higher than 4% (clear colour) compared to its original value, measured according to ASTM D 1003 – 77.
- B. The yellowing level will not change more than 4 deltas compared to its original value, measured according to ASTM D 1925 – 77.
- C. The terms of the 10-year warranty against breaks from hailstones for products with a minimum 8mm thickness is determined on the basis of results of simulating tests carried out through artificial hailstones with a 20mm diameter and a 21m/s shock speed. Sheets showed no breaks after such tests.

The present warranty is not enforceable in the case of accidental or deliberate damages.

**2. CONDITIONS FOR WARRANTY GRANTING:**

- A. The present warranty is exclusively enforceable for uv-protected (with the uv-protected layer to the outside) sheets, regularly and perfectly cleaned.
- B. The present warranty is exclusively enforceable for sheets which are not scratched, abraded or exposed to corrosive materials/chemical products.
- C. The present warranty is exclusively enforceable for sheets sold and installed in European countries.
- D. The present warranty is only valid within its term and if filled in with product references, Purchaser's name and address and invoicing documents. Upon Polyù's request, the claimant must allow an inspection of the material on site and/or the acquisition of the product being claimed for by Polyù for a check. Polyù reserves the right to verify independently the cause of the defect.
- E. The present warranty is also valid for corrugated and ribbed Polyù's sheets which are less than 8mm thick.

**3. WARRANTY ENFORCEMENT:**

- A. Every request for warranty enforcement must be forwarded to Polyù immediately after the arising of the defect, enclosing a copy of the warranty and of the invoice.
- B. For warranty granting, the claimed damage (together with the presumed causes) must be clearly described and documented.
- C. In case the claim is justified, Polyù will supply the Purchaser with a free replacement of the material according to the following table, without any recognitions of its own liability:

up to **5** years from the date of purchase, replacement of **100%** of the material;  
up to **6** years from the date of purchase, replacement of **75%** of the material;  
up to **7** years from the date of purchase, replacement of **60%** of the material;  
up to **8** years from the date of purchase, replacement of **45%** of the material;  
up to **9** years from the date of purchase, replacement of **30%** of the material;  
up to **10** years from the date of purchase, replacement of **15%** of the material.

In case the replacement of sheets within a reasonable time is not possible, Polyù reserves the right to reimburse the original price of the product, on the basis of the above table, without recognizing any responsibility of its own liability.

**4. WARRANTY EXCLUSIONS:**

The present warranty excludes: transport, disassembly, re-installation and all other costs associated with replacing Polyù sheets.

The present warranty is not valid if the defect can be traced back to violent shocks during transport and/or handling, or to "uncorrect" uses in stocking, working, installation and site storage. The term "uncorrect" meaning a non-respect of the instructions as indicated in Polyù's documentations and technical handbooks and specifically concerning the cold curving radii during installation.

**5. WARRANTY RESTRICTIONS:**

The present warranty has been issued on 1<sup>st</sup> April 2003 and replaces every other kind of written or oral warranty, expressed or implicit, warranties of marketability or of suitability of decision included.

**6. PLACE OF JURISDICTION:**

The present warranty is regulated by the national laws – place of jurisdiction for every dispute will be the law court of Milan – Italy.