

RODECA

10 Year Warranty

LBE / MFP / U-Panels

Panels

made of Polycarbonate

longlife

The limited warranty assumed by RODECA vis-à-vis the purchaser shall be in effect in addition to the statutory liability for defects of the seller which shall remain completely unaffected thereby.

1.0 Subject Matter of the Warranty

RODECA warrants to the purchaser that the panels manufactured by RODECA (LBE / MFP / U-Panels) of the type "longlife" and as from the thickness of 3mm and as from 1,50 kg/m² (Subject Matter of the Warranty) shall possess the following properties during the warranty period:

1.1 Transparency

The UV protected surface retains its transparency. The loss of the light transmission level on the entire panel width is not more than 8 % (eight percent) after expiry of 10 years after delivery according to ASTM D 1003 standard (measured by the average value over the entire panel width) in comparison to the original sample.

1.2 Yellowing Resistance

The yellowing factor, measured by the industrial standard ASTM D 1925, shall not change in the course of ten years after delivery of the LBE / MFP / U-Panels by more than 10 Delta (measured by the average value over the entire panel width) in comparison to the original sample. The optical properties under 1.1 and 1.2 are only to be measured with cleaned and scratch-free panels over the entire panel width.

1.3 Breakage Resistance

During the term of the warranty, hail shall not cause breakage. Breakage by hail within the meaning of this provision shall exist if, with a simulated hail test of 20 mm thick artificial hailstones are shot into the UV protected elementary surface at a speed of 21 m/sec and the surface is penetrated thereby.

2.0 Warranty Period

The warranty period begins upon the delivery of the LBE / MFP / U-Panels and is for 10 years.

3.0 Substitute Replacement Materials

The warranty obligation of RODECA in terms of scope is limited as follows:

In cases of a justified complaint, RODECA can, at its option, provide substitute replacement materials ex works or reimburse the purchaser the purchase price according to the following provisions.

RODECA shall grant with	transparency/ yellowing	with breakage
up to 5 years	100 % Replacement/reimbursement	100 % Replacement/reimbursement
in the 6th year	75 % Replacement/reimbursement	50 % Replacement/reimbursement
in the 7th year	60 % Replacement/reimbursement	40 % Replacement/reimbursement
in the 8th year	45 % Replacement/reimbursement	30 % Replacement/reimbursement
in the 9th year	30 % Replacement/reimbursement	20 % Replacement/reimbursement
in the 10th year	15 % Replacement/reimbursement	10 % Replacement/reimbursement

4.0 Validity

The manufacturer's warranty shall apply only with sales and installation of the goods within Europe.

5.0 Warranty Preconditions

5.1 This manufacturer's warranty shall only be valid if the following conditions exist cumulatively:

- 5.1.1 the goods have been paid for;
- 5.1.2 the purchaser examines the goods without undue delay after receipt and immediately gives notice of any defects;
- 5.1.3 the purchaser gives written notice of the defect within one week of the determination thereof with presentation of the invoice;
- 5.1.4 the purchaser makes an inspection by RODECA possible;
- 5.1.5 the warranty object objected to was stored, transported, processed and laid in accordance with the technical information announced by RODECA and in accordance with the DIN standards applicable at the date of the delivery;
- 5.1.6 the assembly and servicing guidelines of RODECA have been complied with;
- 5.1.7 the Subject Matter of the Warranty was used under normal conditions.

5.2 In the case of breakage due to hail, RODECA can have the justification for the complaint examined by a simulated hail test undertaken on a non-damaged panel.

6.0 Exemption from Liability

The warranty is precluded if the defect has occurred as a consequence of acts of violence, unqualified interferences or force majeure with the exception of hail. An unqualified interference exists, in particular, if the following provisions are not observed:

- 6.1 The LBE / MFP / U-Panels must be protected against disadvantageous effects of chemicals.
- 6.2 With the application of the elements, no scratches and dents may occur.
- 6.3 The LBE / MFP / U-Panels may not be installed with equipment other than RODECA System equipment.
- 6.4 No unsuitable connection, fastening and sealing elements may be used.
- 6.5 Neither non-contractual adhesives nor non-contractual sealants may be applied.
- 6.6 The LBE / MFP / U-Panels may be exposed to weather only with the UV protected surface.
- 6.7 The permissible cold bending radius is dependent upon the panel and may not fall below this value (cf. product data sheets).
- 6.8 The LBE / MFP / U-Panels may be exposed only to normal interior and exterior temperatures and may not, however, be brought in contact with other heat sources.
- 6.9 The LBE / MFP / U-Panels may not be thermally shaped.

7.0 Replacement Performance

Should a replacement performance occur pursuant to § 3 of this Warranty, claims of the purchaser from this warranty with regard to the delivered replacement material shall exist only within the warranty period still remaining at the date of the replacement delivery. The notification of damage shall not inhibit or interrupt the running of the warranty period.

8.0 Miscellaneous

- 8.1 The law of the FRG shall apply for all legal relationships of the Parties from the warranty agreement.
- 8.2 The warranty terms 05/2009 shall apply for all contracts as of July 2009.
- 8.3 Jurisdiction for all claims from the warranty is Mülheim an der Ruhr, FRG.