

# CO-EX Corporation

SUBSIDIARY OF KOSCON INDUSTRIAL S.A.



## NEWGEN

### 15 YEARS LIMITED WARRANTY

#### 1. Significance of the warranty

1.1 This warranty in favor of the buyer integrates the order confirmation and the general conditions of sale of CO-EX Corporation (hereinafter referred to as CO-EX).

#### 2. Validity of the warranty

2.1 This warranty has a validity of 15 (fifteen) years, starting from the date of invoice of the goods for the loss of Light transmission and for the yellow index.

2.2 This warranty has a validity of 10 (ten) years, starting from the date of invoice of the goods for the breakage due to hail.

#### 3. Light transmission and yellow index

3.1 During the warranty period, the Macrolux® Multiwall NEWGEN sheets will maintain an elevated degree of light transmission:

a) According to the ASTM D 1003 standard, the loss of light transmission in relation to the initial value will not be greater than 10 (ten) % for color colorless 0010 and 14 (fourteen) % for translucent colored sheets.

b) According to the ASTM D 1925 standard, the yellow index in relation to the initial value will not be greater than 10 (ten) Δ (delta) for color colorless 0010 and 15 (fifteen) Δ (delta) for translucent colored sheets.

3.2 The characteristics indicated in paragraph 3.1 shall be measured on a clean sheet, without scratches and properly maintained.

#### 4. Breakage due to hail

4.1 CO-EX warrants that during the period of the warranty, the Macrolux® Multiwall NEWGEN sheets will not be affected by breakages due to hail. By breakage due to hail it is meant that there are even and diffuse holes caused by hail in the sheet.

4.2 The warranty condition mentioned in the article 4.1 is subordinated to the execution of a simulated crash test on the challenged sheet by means of standardized artificial sphere of a diameter of 0.8+(20 mm) which shall hit the sheet with a speed of 47 mil/h (21 m/s). Should such test not produce evidence of breakages on the external wall, the claim will be rejected.

#### 5. Obligations during the warranty

5.1 During the warranty period, upon written request, CO-EX

shall, at his choice, either (i) eliminate the defects as soon as possible, or (ii) substitute the sheets which do not respect 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.

5.2 For loss of light transmission or for yellow index the eventual indemnity paid to the buyer shall be calculated on the basis of the purchase price according to the following criteria:

Period after purchase date	Percentage of indemnity
Up to 6 years	100%
During year 7 <sup>th</sup> and 8 <sup>th</sup>	70%
During year 9 <sup>th</sup> and 10 <sup>th</sup>	50%
During year 11 <sup>th</sup> and 12 <sup>th</sup>	25%
During year 13 <sup>th</sup> , 14 <sup>th</sup> and 15 <sup>th</sup>	15%

5.3 For damage due to hail the eventual indemnity paid to the buyer shall be calculated on the basis of the purchase price according to the following criteria:

Period after purchase date	Percentage of indemnity
Up to 5 years	100%
During year 6 <sup>th</sup>	75%
During year 7 <sup>th</sup>	60%
During year 8 <sup>th</sup>	45%
During year 9 <sup>th</sup>	30%
During year 10 <sup>th</sup>	15%

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

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

#### 6. Warranty conditions

6.1 This warranty is valid only if the end-user calls in writing CO-EX's warranty:

- within 8 (eight) days as of the discovery of the defect.
- with a copy of the purchase's document (invoice).
- together with a significant specimen that includes the batch code and possibly photographic material, indicating clearly the defect.
- with the authorization for an inspection at the installation site by CO-EX or by a third party authorized by CO-EX.

6.2 This warranty applies only if the products were transported, handled, stocked, processed and installed in observance of all technical instructions listed in the technical

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literature issued by CO-EX and available upon request.

## 7. Exclusion of the warranty

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

- a) use of sheets whose thickness is inferior to 0.315+(8 mm);
- b) use of sheets which have been exposed to aggressive chemical agents;
- c) use of scratched sheets or sheets with gels/inclusions;
- d) inadequate or insufficient cleaning of the sheets with respect to the applicable technical instructions;
- e) use of joining and/or fixing elements and/or adhesive and/or sealants which are not compatible with the sheets or inadequate use of them;
- f) use of sheets which have been exposed to heating sources and/or thermoformed;
- g) use of sheets which have undergone crashing and/or overheating;

h) installation of sheets with the UV protected surface exposed inwards and not outwards;

i) the bending radius of the sheets is not made in accordance with technical specifications written in KOSCON's technical manuals and documents.

j) Sheets exposed to sandstorms.

## 8. Exclusive jurisdiction: the registered office of CO-EX.

8.1 Nevertheless CO-EX has the right to sue the buyer at any other competent jurisdiction.

## 9. Applicable law:

9.1 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.

**Legend:** Colorless = Code 0010; UV protected One side

Invoice n° _____	Material _____	Lot _____	Company stamp
Company _____	Address _____	_____	
	_____	_____	

**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 SOURCE WAS.**

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