

WARRANTY ON TECSEDO® PANELS

The present warranty is subject to Swiss Law and to Swiss Obligation code, in particular from art. 197 and following articles.

1 – SUBJECT OF WARRANTY

The subject of the present Warranty are the products (insulated metallic panels, so-called "sandwich") manufactured by TECSEDO SA, that will be used by the Customer (here called: the Buyer) for the assembling and installation of sectional and / or up-and-over doors, with panels installed vertically or horizontally and exposed to normal climatic and weather conditions.

1.1. Details of warranty

In particular, company TECSEDO SA (from now on called: the Seller) gives warranty on panels manufactured by the Seller under the following points of view:

a. **Corrosion:**

the Seller guarantees that the external superficial coating of panels will not be subject to inflating or detachments, provided that surfaces are intact and exposed to normal climatic and weather conditions. The present Warranty is not valid for panels with external surface with PVC film; the Seller also guarantees that there will be no perforation of the metallic layer (metal sheet) due to corrosion.

Of course, the above-mentioned warranty is effective exclusively under condition that the product is exposed to normal climatic and weather conditions.

Panels installed and therefore exposed in areas distant less than 2.000 meters away from the last wave of the sea or in other areas with saline environment and or polluted and industrial areas where gas or corrosive particles are present, are not part of the above-mentioned warranty.

The exclusion from the above-mentioned warranties is extended to products used in a latitude between 37° parallel North and 37° parallel South and /or in areas subject to sand and dust erosion action.

b. **Esthetical aspects:**

the Seller guarantees that there will be no difference in color or brilliance degree and chalking on panels installed in the same door, provided that the products are coming from the same production lot and are exposed to normal climatic conditions and, most of all, in a uniform way in open air.

c. **Functionality:**

the Seller guarantees that panels will be effective as a protection membrane from normal entity atmospheric agents, as per air and water permeability classes (according to EN 13241-1) under which the door has been classified.

In particular, the Seller guarantees that the connection between the insulation core and the external metal sheets will keep intact in order to assure a valid working of the "sandwich" elements, provided that panels will not be damaged during installation or during the working of the door and that the door will be exposed during the years to a "maximal wind load"

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corresponding to the resistance class (according to EN 13241-1) for which the door has been tested. Same principles are applied for air and water permeability.

2. DURATION OF WARRANTY

The present warranty will be valid for 10 (ten) years and it will be effective from the "date of final delivery" of products to the Buyer.

3. VALIDITY AND TERMS OF WARRANTY

3.1 Starting of validity and its eventual end

The present document is intended to be valid starting from the date it is signed by both parties, the Seller and the Buyer, on all the pages.

The Seller reserves the right to make an end of the Warranty, also anytime, by providing information in advance to the Buyer. The eventual end of validity will be effective exclusively on the deliveries following the interruption date of contract.

3.2 Obligations of the Buyer

The buyer commits himself in guaranteeing an adequate and "as according to the book" moving, intermediate stocking, and transport of products with safe protection against atmospheric agents and any other external damaging influence.

In particular, the Buyer must avoid formation of standing water and of humidity on and between the panels and must assure a good level of ventilation between them.

Polythene protective film attached on the panel surface must be protected from UV radiation and if stocked inside, must be removed after ten (10) weeks from production date, at latest.

If panels are not stocked inside, the above mentioned protective film could be exclusively for a period of thirty (30) days from "date of final delivery".

If the Buyer considers the material to be defective, the Buyer must promptly notify the Seller in writing (fax, letter or email). In no event shall such notification be received by the Seller later than eight (8) days from the "date of final delivery" to the Buyer. If the above-mentioned conditions will not be respected, warranty will not be effective and products will be considered as accepted.

Upon delivery of the products to the Buyer, the Buyer must inspect the products for visible defects prior to their use and in case defects should be immediately visible, he will be obliged not to use the goods considered to be defective and to keep them with care, if possible inside or, as a second option, protected under a water-proof and opaque cover, till the Seller would have proceeded with the evaluation or the inspection.

In case the goods were already installed, without a written approval from the Seller the Buyer must not uninstall the door / doors before an eventual inspection is conducted by the Seller. The non respect of the above-mentioned conditions by the Buyer, implies that the warranty will no longer be effective.

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The Buyer must prove that every alleged defect is subject to warranty conditions, on the contrary the Seller should not be considered responsible.

In particular, photographs or video, samples of panels and identification of panels through the production lot number (number of package, production date, etc.) must necessarily be included in the documentation.

This Warranty is non-transferable and it is for the exclusive benefit of the Buyer and in no way to eventual third parts, such as resellers or final customers.

3.3 Intervention of the Seller

The Seller, through one of his trusted technicians, will inspect the material and examine the complaint of the Buyer, at the Seller's care and expense not later than thirty (30) days from the written complaint of the Buyer.

In no case the sole inspection of the products subject to the Seller's complaint, will involve an acknowledgement of defects subject to complaint, it must be considered as a simple examination of the claimed material.

Only the panels that will be effectively classified as defective will be subject to Warranty. In no case, the entire delivery and / or delivered lot will be subject to Warranty.

After executing the technical examination and proving that the defects subject of the complaint are significant with reference to Swiss Law and to Swiss Obligation code, in particular from art. 197 and following articles, the Seller will proceed at his care and expense, choosing for a replacement and delivery to the Buyer's place or with a compensation for the damage, as stated in art.3.d of the present Warranty, exclusively for the panels classified as defective.

In no case the intervention of the Seller will involve an extension of the established duration of Warranty.

3.4 Limitation of Remedies

Compensation from the Seller will never exceed the amount paid by the Buyer for the purchase of the goods, then subject to complaint.

Participation will be 100% of the amount paid for the defective material for the first 5 years after the "date of final delivery" to the Buyer; starting from the sixth year, participation of the Seller will decrease as listed here below:

- Up to 6th year: 80%
- Up to 7th year: 70%
- Up to 8th year: 60%
- Up to 10th year: 50%

3.5 Right of the Seller

The Seller reserves the right to offer to the Buyer an amount of money and/or discount considered equal, as a compensation for acknowledged defects or damages that will work as an alternative to the above-mentioned replacement.

In no case compensation of damage will exceed the value of the panels validated as defective.

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4. LIMITATIONS AND EXCLUSIONS OF WARRANTY

The present warranty is effective only under condition that the Buyer kept all its financial commitments towards the Seller.

Products subject to normal wear and tear occasioned by the use are not part of the warranty.

Edge and cut surfaces on panel, damaged or drilled areas, especially in saline, aggressive and / or corrosive environments, with presence of acid, base or solvents substances are not covered by the present Warranty.

The beneficiary of Warranty must ensure that all "bare" areas (in correspondence with cuts or holes) are properly sealed and that the products' surface, once used, is exposed to rain and free from cutting leftovers, debris and dirt, with appropriate cleaning or artificial wash, if necessary.

All material must be installed in its final position not later than three (3) months from "date of final delivery" to the Buyer.

Moreover, the warranty does not apply in relation to:

- damages on products covered by warranty where the damaged surface is lower than 5% of the total door surface or delivered lot;
- painting or any other superficial treatment on panels not performed by the Seller;
- damages due to direct contact with wet concrete or wet wood or to exposure in any other environment with constant humidity;
- absence of maintenance of the door and its surface;
- negligence, malpractice, or damage due to non-proper assembling and/or execution by the Buyer, such as: missing external reinforcement elements (so called "omega reinforcements") when they are necessary, excess or abuse of drilling, for windows, etc.
- use or installation not complying to instructions or to appropriate product use;
- tampering;
- long exposure to strong heat sources ($\geq 70^{\circ}\text{C}$);
- damages connected with transport, non-appropriate warehousing or storing, manufacturing or installing such as scratches, cuts or any other superficial abrasion or defects due to chemical effects on the products' coating.
- damages caused by extreme loads due to special color combinations or non-admitted overcharge as determined by a proper structural analysis;
- damages caused by external event, mechanical stress or force-majeure;
- damages caused by third parties, for any reason;
- complete or incomplete modification or repair conducted by a person not authorized by the Seller;
- use of parts or components not authorized by the Seller, in the production of the finished door, in particular non-proper joining or assembling elements;
- damages connected with corrosion caused by temporary or permanent contact with aggressive and or corrosive substances, external or climatic agents or agents active inside the stocking place;
- use of aggressive cleaning agents, aggressive or improper cleaning methods or times;
- damages caused by natural events, pollution, tumults, wars, earthquakes, floods, fires and explosions.

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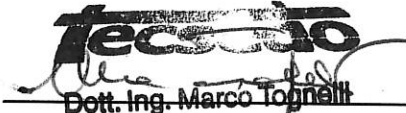
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5. JURISDICTION

Any dispute or controversy arising out of this Warranty shall be subject to the exclusive jurisdiction of the Courts of Lugano (Swiss).

08/06/2015

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Presidente

CUSTOMER

