

10 (TEN) YEAR WARRANTY

Co – extruded UV protected sheets and panels- clear and translucent colors

This warranty is in favor of the buyer and integrates the applicable articles of the Turkish Obligations Code and of the General Conditions of Sales insofar as they do not infringe the following warranty conditions.

1) WARRANTY PERIOD

The product is guaranteed by RAINBOW for a 10 (ten) year period starting from the invoice date.

2) LIMITED AREAS

This warranty applies only for products sold and installed in Portugal.

3) YELLOWNESS

The yellowness index of above products is measured according to the norm ASTM D 1925 and will not differ more than:

- 10(ten) Delta during the first 2(two) years and 12 (twelve) Delta within the full 10(ten) year – period in comparison with the original value, for clear colored products.
- 13 (thirteen) Delta during the first 2 (two) years, and 20 (Twenty) Delta within the full 10(ten) year- period in comparison with the original value, for translucent colored products.

The mentioned 3a) and 3b) characteristics must be valued on a clean , scratch – free and correctly handled product.

4) HAIL BREAKAGE

During the 10 (ten) year- warranty period RAINBOW multi-wall sheets with a minimum thickness of 4 (four) mm (only for standard weighted products which are given at our catalog) , SOLID/EMBOSSSED sheets with a minimum thickness of 2 (two) mm.

5) WARRANTY PERFORMANCE

RAINBOW engage themselves, within the warranty validity period, with their own unappealable decision, to supply their buyer free of charge with the same quantity of product not corresponding to the characteristics defined herein, or to reimburse the original purchase price as indicated on the sale documents. Reimbursement will be 100 % for the first 2 (two) years, whilst the further 3 (three) years will be reimbursed at 1/60 of original value for each month until the expiry of the 10 (ten) year period. Any further demand is excluded, in particular the request for the buyer to rescind the agreed contract. Any further cost reimbursement is expressly

excluded, such as: transport, installation, e-installation, disassembly, or other additional costs.

6) WARRANTY APPLICATION

The warranty comes into effect only when:

- a) The final user has sent a written request of application to RAINBOW :
- Within 8 (eight) days from the date of occurrence of the damage
 - With a copy of the purchase document (invoice) enclosed
 - With a clear description of the damage occurred
 - With their authorization for an inspection at the installation site by RAINBOW or by a third party authorized by RAINBOW.
 - The products were forwarded, handled, stocked, processed and installed in observance of all technical instructions listed in the technical literature issued by SPECIAL and available upon request.
 - The uses of virgin material is 70 % at least.
 - The Special protective films are guaranteed.

7) WARRANTY EXCLUSIONS

This warranty is excluded for any damages caused by “unsuitable uses” of RAINBOW products. With “ unsuitable uses” we mean any use which does not observe the following conditions such as, for example:

- Products must be protected against noxious chemical agents.
- Products must be free of scratches and/or spots and/or inclusions.
- Jointing or fixing elements, accessories, adhesive tapes and sealants must be compatible with the products and must be used to avoid any damage to the products.
- Products must not be exposed sources of heat or be thermoformed, with the exception of RAINBOW thermoformed products.
- The U.V. protected side must be installed and exposed towards the outside.

8) EXCLUSIVE COURT: RAINBOW PREMISES

RAINBOW reserves the right of suing the buyer before any other competent court.

9) APPLICABLE RIGHTS

The contract is subject to the Turkish laws, with exception of the Viennese convention dated April 11th 1980, whose application is excluded.

ANY FURTHER CLAIM FOR ANY DIRECT OR INDIRECT DAMAGE OR LOSS IS EXPRESSLY EXCLUDED FROM THIS WARRANTY.

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