

## WARRANTY ACCORDING TO CISG

(AGREEMENT OF CONFORMITY)  
POLYCARBONATE MULTIWALL SHEETS

Buyer's rights in the event **IMPEX® MULTIWALL** do not conform to the contract

### 1. CONFORMITY OF THE GOODS; EXAMINATION FOR CONFORMITY

(1) POLYCASA delivers goods, which are of the quantity, quality and description corresponding to the purpose for which they would ordinarily be used and which are packaged or contained in a manner adequate to preserve and protect the goods.

In addition we only give a guarantee with respect to the composition or durability of our goods for the properties described in clauses (2) to (5).

The provisions of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") concerning the conformity of the goods and third-party rights and claims related to the delivery of goods lacking conformity shall only apply between the parties insofar as they have not been modified or excluded by this contract.

*(2) POLYCASA and the Buyer agree that IMPEX® MULTIWALL standard sheet as of 6mm is in conformity with the contract if such standard sheet is of the quality described below. This Agreement on Conformity applies solely to IMPEX® MULTIWALL standard sheet as of 6 mm.*

*IMPEX® MULTIWALL standard sheet as of 6 mm is protected on one side against the harmful effects of UV radiation for a period of ten (10) years, namely once the risk passes to the Buyer. The standard sheet as of 6 mm does not show any significant changes in the yellowness index or in its mechanical properties under moderate European weather conditions.*

*(3) The extent of yellowing will be determined in accordance with measurements made according to the DIN 6167 test method- for this purpose, several samples are taken from the sheet and cut according to the sizes prescribed by the test. Prior to the tests, the samples are to be cleaned. IMPEX® MULTIWALL sheets showing a change in the yellowness index of less than six (6) delta units in comparison to the value originally indicated by POLYCASA on the date of manufacturing are in conformity with the contract.*

*(4) Changes in light transmission are ascertained according to the DIN 5036 (conforming with ISO 13468-2, ASTM D 1003) test method; here several samples are taken from the sheet and cut according to the dimensions prescribed by the test. The samples are to be cleaned prior to the test. IMPEX® MULTIWALL sheet whose changed degree of light transmission is less than 4% in comparison with the value indicated on the date of manufacturing is in conformity with the contract.*

*(5) IMPEX® MULTIWALL sheets are unbreakable in the sense that the modulus of elasticity > 2100 MPa after ten (10) years. The mechanical properties are to be tested by analogy to ISO 527 using level, unscratched test pieces.*

(6) Except as set forth herein, POLYCASA is not making any express or implied, written or oral warranties or representations concerning conformity, and in particular, no warranties or representation, including in advertising materials, regarding the merchantability or fitness of the goods for any particular purpose.

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(7) Modifications of this agreement concerning conformity with the contract must be made in writing to be valid. This stipulation requiring the written form cannot be cancelled by an oral agreement.

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### 2. BUYER'S OBLIGATION TO EXAMINE THE GOODS AND TO REPORT CLAIMS

(1) The Buyer must examine the goods or cause the goods to be examined within as short a period as is practicable in the circumstances. The said examination period amounts to one (1) week at most. The said period commences with the takeover of the goods by the Buyer. For sales to destinations according to the Buyer's instructions [Versendungskauf], the goods must be examined once the goods have arrived at the designated Destination, i.e. at the quay of the port of Destination for sales cif or fob. For sales of goods that are redirected in transit or re-dispatched by the Buyer [Streckengeschäft], the examination of the goods may be deferred until they have arrived at the final Destination, but only if POLYCASA was aware of the redirection or re-dispatch at the time of the conclusion of the contract. A random-sampling test is sufficient for deliveries of larger quantities.

(2) The Buyer loses the right to rely on a lack of conformity of the goods and any rights of recourse against POLYCASA after the resale of the goods to a third party. If the Buyer does not give notice to POLYCASA specifying the nature of the lack of conformity within one (1) week after the Buyer has discovered it or ought to have discovered it. The Buyer's rights in the event he has a reasonable excuse for his failure to give the required notice are excluded.

(3) If the lack of conformity is noticed later, notice must be given without undue delay, but by no later than one week after the discovery. Otherwise the goods are considered to be approved and the buyer's right to rely on or to plead lack of conformity lapses- and any possible rights of recourse against POLYCASA in the event of a resale to a third party also lapse in this case.

(4) To preserve his rights, the Buyer must give notice in a timely fashion by registered letter or by fax.

### 3. BUYER'S CLAIM TO A SUBSTITUTE DELIVERY

(1) If the goods do not conform to the contract when the risk passes, the Buyer may insist on the delivery of IMPEX® MULTIWALL standard sheets that are free of defects (substitute delivery). The Buyer does not have a claim to the removal of the defect in lieu of the substitute delivery. The risk passes to the Buyer as soon as POLYCASA has handed over the goods to the Buyer or to the forwarding agent, carrier or other person or agency designated to implement the dispatch of the goods.

(2) In the event of lack of conformity, POLYCASA will replace

- 100% of the goods up to five (5) years after delivery
- 60% of the goods within a period of five (5) to seven (7) years after delivery
- 30% within a period of seven (7) to ten (10) years.

With the resale of the goods by the Buyer to a third party (chain of delivery), the limitation of the Buyer's rights of recourse remains unaffected by the said periods. The statutory provisions determine the limitation of the said rights of recourse.

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Contractual provisions concerning the Buyer's obligations to examine the goods and give notice are also unaffected by these periods. The Buyer's claims to a substitute delivery shipment are excluded after the expiration of ten (10) years after delivery.

(3) POLYCASA bears the Transport costs required for the purpose of effecting a substitute delivery and the other costs incurred up to the delivery of the substitute goods. POLYCASA does not have to reimburse the costs and losses incurred by the (re-) installation of the substitute goods.

(4) POLYCASA may refuse to make a substitute delivery without prejudice to other statutory rights to withhold performance if the substitute delivery is not possible within a reasonable period of time or only with disproportionate costs.

#### 4. Exclusion of substitute deliveries

(1) Liability by POLYCASA for lack of conformity of the goods after the passing of risks is excluded. No claim to substitute delivery exists for POLYCASA standard sheets that are scratched, cracked or broken after the risk has passed or for such sheets that are exposed, after the risk has passed, to corrosive substances or environmental influences that corrode or attack the sheets or for such sheets the protective layer of which was damaged in any way after the risk has passed.

(2) No claim exists to a substitute delivery of IMPEX® MULTIWALL standard sheets that are not installed, processed or stored in accordance with the recommendations made and/or instructions given by POLYCASA.

(3) The Buyer, and in the event of a resale, third parties in a chain of delivery also have the obligation to acquire knowledge about the current recommendations and instructions made or given of POLYCASA. The Buyer and the said third parties have the right to obtain the current recommendations and instructions from POLYCASA or authorized dealers at any time.

(4) Claims regarding defects and losses that would not have been incurred if POLYCASA recommendations and instructions had been complied with are excluded.

#### 5. AVOIDANCE OF THE CONTRACT BY THE BUYER

(1) If the goods do not conform with the contract when the risk passes, the substitute delivery must be effected without undue delay. The Buyer may set POLYCASA a reasonable period of time, which may not be less than two (2) months after notice of defects was given, for the delivery of substitute goods.

(2) POLYCASA has the right to check the conformity of the goods by means of an examination of its own. The Buyer must issue samples to POLYCASA if requested or permit POLYCASA to take samples. Claims for reimbursement of expenses or damages against POLYCASA because of the removal of the said samples are excluded.

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(3) The expiration of the period for the substitute delivery is suspended for the period required for the examination by POLYCASA of the defect reported or during which the parties concerning the conformity of the goods are conducting negotiations. The expiration of the limitation period suspended commences with the written announcement to the Buyer of the materials test at the buyer and ends by no later than six (6) months. If a substitute delivery is not effected after the expiration of this period, the Buyer has the right to declare the contract avoided to the extent that the goods do not conform with the contract.

4) The Buyer's right to avoid the contract for other reasons is excluded. The avoidance of the contract must be declared in writing. In this case, POLYCASA will refund the contractual price for the defective goods completely or for the respective portion if five (5) years have passed since the goods were delivered and the defect is noticed for the first time. The Buyer does not have a claim to interest.

(5) Other rights of the Buyer due to lack of conformity, such as the right to reduce the price [Minderung] or the right to compensation for damages or reimbursement for expenses does not exist in addition to the right to reduce the price.

(6) With the exception of liability for wilful acts, claims for consequential damages and claims arising from the breach of secondary obligations regardless of whether or not they are related to performance are excluded.

### 6. BUYER'S RIGHTS IN THE EVENT OF A RESALE TO THIRD PARTIES

(1) If the Buyer sells the goods delivered by POLYCASA to another buyer in one chain of delivery, the Buyer's rights of recourse against POLYCASA due to a defect occurring at the said third party are time-barred after a period of two (2) years since the delivery of the goods by POLYCASA to the Buyer. In other respects, the statutory provisions and the provisions of this Agreement in the event that claims are asserted against the Buyer in the chain of delivery will determine the Buyer's rights of recourse.

(2) The assumption, that a IMPEX® MULTIWALL standard sheet was already defective at the time when the risk passed to the said third party, if the defect is noticed within six (6) months after the risk passed to the said third party, is incompatible with the nature of the POLYCASASPC standard sheets and with the agreement of conformity concluded between the parties. A shift in the burden of proof to POLYCASA is expressive excluded in this case.

### 7. OBLIGATION TO RENEGOTIATE

If any of the provisions of this Agreement are partially or wholly invalid, the contracting parties agree to replace such provisions with a valid clause that comes closest economically to the invalid clause. The same shall apply if a provision leads to legal consequence that is different from that desired by the parties, or of a provision proves to incomplete or contains a gap.