

## **EXPRESS WARRANTY AGREEMENT**

between

**Konrad Hornschuch AG**

Salinenstrasse 1, D-74679 Weissbach

- hereinafter called HORNSCHUCH -

and

**NACITEX S.L.**

c/Unión Europea nº 12, ES-03630, Sax

- hereinafter called NACITEX -

**Preamble July 2015**

HORNSCHUCH produces film for laminating profiles and boards for windows and doors for outdoor application under the name skai® Techprofil (in the following called "the Product").

Please refer to Appendix 1 of this Express Warranty Agreement for the technical description of the Product.

The product description in Appendix 1 includes a description of the product characteristics. In case of doubt, undertakings or warranties shall not be connected herewith, but shall depend on an express written declaration of HORNSCHUCH.

The parties agree that the Product shall be available for an evaluation as a product for outdoor application as far as colour modifications and weather resistance are concerned. The parties agree upon ISO 4582 standard with evaluation acc. to ISO 105-A02 (grey scale) as the evaluating scale for colour modifications and weather resistance. In the course of this process, the color-fastness shall be given, if after exposure to sunlight of 20 GJ/m<sup>2</sup> acc. DIN EN 513, stage 3 of the grey scale is achieved.

The parties also agree that the process parameters of the Directive for Quality Assurance of vinyl windows RAL-GZ 716 technical appendix, article II "Laminating Process" are to be taken as a basis for linings on profiles, that when processing the Product a PUR hot-melt adhesive (moisture hardening and solvent-free) is to be exclusively used as an adhesive, and that the Product is processed acc. to RAL-GZ 716. Only if there is a faultless bonding between the product and the profile during the complete lifetime of the foiled object, the warranty comes into effect.

On this basis, both parties agree upon the following express warranty arrangements:

## **1. Liability for defects**

HORNSCHUCH shall be notified in writing by NACITEX of any defect of the Product without delay, at the latest however 10 days subsequent to their disclosure by indicating the date of their first occurrence and giving a detailed description of the defects. If the notification does not meet these requirements, HORNSCHUCH shall be freed of any liability for defects.

In the event of proper notification, HORNSCHUCH shall be held liable for defects of the Product as follows:

- (1) Provided that a defect is at issue, HORNSCHUCH shall be entitled, at their own option, to remedy the defect or to supply an article without defects (subsequent performance). The prerequisite for the express warranty is that it is a matter of a considerable defect. If one of the two or both types of subsequent performance is impossible or unreasonable, HORNSCHUCH shall be entitled to refuse them. HORNSCHUCH can also refuse such subsequent performance as long as NACITEX has not fulfilled their obligation to pay to an extent that corresponds to the defect-free part of the performance rendered. The expenditures required for the purpose of the subsequent performance shall be borne by HORNSCHUCH. However, this shall be not applicable for expenditures arising by the fact that the Product is transferred to another place than the premises of NACITEX, unless the transfer corresponds to their designated use.
- (2) Should the subsequent performance mentioned in Clause 1 be impossible or unreasonable or fail twice, NACITEX shall have the option to either reduce the purchase price or to withdraw from the agreement acc. to the statutory provisions. This shall be applicable in particular to the culpable delay or refusal of subsequent performance. The preceding provisions shall also be applicable for the delivery of another article or a lesser quantity.

- (3) HORNSCHUCH shall be held liable in the event of intent or gross negligence on the part of HORNSCHUCH or a representative or person employed to effect the performance of their obligations in accordance with statutory provisions. As for the rest, HORNSCHUCH shall only be held liable according to the Product Liability Act on account of fatal injury, bodily injury or injuries to health or on account of the culpable violation of essential contractual obligations. Claims for damages for the violation of essential contractual obligations shall, however, be limited to foreseeable damages typical for the agreement. Even in the event of gross negligence, the liability of HORNSCHUCH shall be limited to foreseeable damage typical for the agreement provided that none of the exceptions mentioned in Sentence 2 of this Clause is given.
- (4) The liability for damages caused by the Product to objects of an action of NACITEX or a third party, e. g. damages to other things, shall be fully excluded. This shall not be applicable if intent or gross negligence are at issue or if liability is assumed on account of fatal or bodily harm or injury to health, or if such damage is foreseeable or typical for the agreement in the event of violation of essential contractual obligations.
- (5) The arrangements of the preceding Clauses 3 and 4 shall extend to the indemnity in addition to the performance and indemnity in lieu of performance, regardless of the cause in law, in particular for deficiencies, the breach of obligations arising from the contractual obligation, or tortious act. They shall also be applicable for the compensation of futile expenditures.
- (6) The claim for subsequent performance shall be statute-barred at the latest acc. to the express warranty terms listed in Appendix 2. The express warranty term starts upon the delivery of the Product. The claims for reduction and the exercise of a right to rescind on account of defect of the Product are excluded, insofar as the claim for subsequent performance is statute-barred.
- (7) Claims arising from a manufacturer's recourse shall remain unaffected.

## **2. Duty to furnish information**

- (1) The parties shall inform each other in advance of all modifications to the characteristics of their respective products which could influence the characteristics or the usability of the Product.
- (2) In the event of a defect, NACITEX shall undertake to place, without charge, all respective documents relating to the product which is subject to the complaint at the disposal of HORNSCHUCH.

## **3. Jurisdiction and Applicable Law**

The place of performance for all claims and the jurisdiction is the place of registered office of HORNSCHUCH. HORNSCHUCH shall also be entitled to assert claims at the place of registered office of NACITEX. The applicable law is the national law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## **4. Express Warranty Agreement and General Terms and Conditions of Konrad Hornschuch AG**

All deliveries from HORNSCHUCH to NACITEX shall be effected on the basis of the currently applicable General Terms and Conditions (AGB) of HORNSCHUCH, with the understanding, that the present Express Warranty Agreement has priority over the General Terms and Conditions, and the General Terms and Conditions have priority over the statutory provisions.

**5. Duration**

The preceding Express Warranty Agreement shall be applicable to deliveries of the Product as of 01.08.2015 and shall abrogate all arrangements dealing with the liability for defects on the part of HORNSCHUCH.

**6. Miscellaneous**

(1) Verbal collateral covenants relating to liability on the part of HORNSCHUCH for the Product have not been made.

(2) Any amendments to this Agreement shall require written form.

Weissbach, dated 20.7. 2015

**Konrad Hornschuch AG**  
Dr. Hans-Hinrich Kruse  
Chief Executive Officer  
Lothar Machule  
Chief Sales Officer

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Date, NACITEX

## Appendix 1 Express Warranty Agreement

NACITEX July 2015

### Technical Delivery Terms for skai® Techprofil

Foils for the lamination of profiles for the outdoor use with vertical mounting of the building parts.

Product: multilayer foil, embossed laminated foil with a semi-rigid base film weather resistant and UV-resistant, as specified

Product name: skai® Techprofil, printed and plain colour PVC-films

Area of Application: Lamination to window profiles and doors for outdoor use

Manufacturer: Konrad Hornschuch AG  
D-74679 Weissbach

Total thickness of film:  
(DIN EN ISO 2286-3)

#### For F436:

Embossing MIP:	190 µm +/- 10 %
Embossing TPRF:	200 µm +/- 10 %
Embossing HPN	190 µm +/- 10 %
Embossing SFTN:	200 µm +/- 10 %
Embossing AHN:	210 µm +/- 10 %
Embossing STYLO:	200 µm +/- 10 %

#### For F456:

Embossing TPRF:	215 µm +/- 10 %
Embossing HOPO:	210 µm +/- 10 %
Embossing STYLO:	210 µm +/- 10 %
Embossing SFTN:	210 µm +/- 10 %
Embossing AHP:	220 µm +/- 10 %

Thickness of acrylic top foil  $tp$  (F436)  $\geq 50\mu\text{m}$  /  $tp$  60 (F456)  $\geq 60\mu\text{m}$

Delivery specification:	<p>standard roll length 200 - 500 lineal meters, no slice</p> <p>standard roll width a) standard rolls 660 mm / 1320 mm ( ±100 mm) b) cut according to customer request</p> <p>The full standard width of the material will be invoiced for cut material. Delivery on cardboard cores having an inner diameter of 77 mm</p>																		
Color & Design:	as per standard																		
Gloss level:	<p>14-23 gloss (as per standard)</p> <table> <tr> <td>Embossing life like MIP:</td><td>14 +/- 3 gloss</td></tr> <tr> <td>Embossing TPRF:</td><td>18 +/- 3 gloss</td></tr> <tr> <td>Embossing HPN:</td><td>16 +/- 3 gloss</td></tr> <tr> <td>Embossing SFTN matt:</td><td>4 +/- 2 gloss</td></tr> <tr> <td>Embossing SFTN:</td><td>13 +/- 4 gloss</td></tr> <tr> <td>Embossing HOPO:</td><td>19 +/- 4 gloss</td></tr> <tr> <td>Embossing STYLO:</td><td>13 +/- 3 gloss</td></tr> <tr> <td>Embossing AHP</td><td>23 +/- 6 gloss</td></tr> <tr> <td>Embossing AHN</td><td>8 +/- 4 gloss</td></tr> </table>	Embossing life like MIP:	14 +/- 3 gloss	Embossing TPRF:	18 +/- 3 gloss	Embossing HPN:	16 +/- 3 gloss	Embossing SFTN matt:	4 +/- 2 gloss	Embossing SFTN:	13 +/- 4 gloss	Embossing HOPO:	19 +/- 4 gloss	Embossing STYLO:	13 +/- 3 gloss	Embossing AHP	23 +/- 6 gloss	Embossing AHN	8 +/- 4 gloss
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Embossing AHN	8 +/- 4 gloss																		
Embossing:	as per standard																		
Surface:	When magnified 10-fold, the surface of the film should show no trace of cracks or damage.																		
Weather resistance:	A ≥ 3 level colour change of the grey scale as per ISO 4582 is permissible, analysis ISO 105-A02 under total radiation exposure of 20 GJ/m <sup>2</sup> in accordance with method 1, DIN EN 513.																		
Tensile strength: ISO 527-3	> 20 N/mm <sup>2</sup>																		

Elongation at break: (ISO 527-3)	longitudinal $\geq 80\%$ transversal $\geq 50\%$
Dimensional stability: (DIN 53377)	$> \pm 2,5\%$ (10 min at $60^{\circ}\text{C}$ )
Abrasion Resistance: ISO 105-X12; ISO 105-A03	Grade 5
Moisture resistance: (DIN EN ISO 6270-2, AHT)	permissible change of colour in Condensation water - alternating climate after 14 days, $\geq$ level 3 as per grey scale ISO 105-A03
Mar Resistance:	$> 20$ cN tested with ERICHSEN 435
Embossing stability:	No change to embossing result, gloss and colour when subjected to brief temperature stress (tested for 10 minutes at $80^{\circ}\text{C}$ )
Crazing:	Crazing might occur when top foil is bent or Creased
Temperature Resistance:	Welding of profiles according to the rules of technique is possible without reduction of the film's properties. At the temperatures which are necessary to bend the profiles (max. $130^{\circ}\text{C}$ ) the surface gloss of the foil might in- crease minimally. To restore the original as- pect of the surface it is possible to grind the surface with polishing steel wool (Type 000).
	Do not however, reduce the foil thickness.
Resistance against Chemical Substances:	The foil is resistant to agents used in regular housekeeping such as aliphatic gasoline, ammonia water, alcohol-water mixtures with low alcohol content, cleaning agents without scouring particles, water or the building mate- rials concrete and plaster. It is not resistant against organic solvents, mixtures or prepara- tions containing organic solvents (such as thinners or removers for lacquers, polishing liquids, glues or other).

All cleaning substances have to be tested at a non visible part for compatibility before use.

Care and maintenance recommendations:

The profiles are cleaned with a mild detergent/soap solution in luke warm water. Polishes should be avoided.  
No further care is required.

Storage regulations:

Keep cool and dry storage temperature between 10°C and 20°C. Min. storable for 12 months. Foil has to be stored at room temperature (20+/- 3°C) at least 48 hours before laminating.

Cool colors information:

In comparison to the standard foil the new generation of IR-reflecting foils significantly reduce the heat absorption and a difference in weathering results may be expected in consequence.

We therefore do not recommend to combine non IR-reflecting foils and IR-reflecting foils within one component.

**Appendix 2 Express Warranty Agreement**

NACITEX July 2015

EUROPE:Country group:

Country group 1: Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, European part of Russia, Finland, France, Germany, Great Britain, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain including Balearic, Sweden, Switzerland, European part of Turkey, Ukraine

Countries not listed and regions higher than 1200 m above sea level are not currently covered by a warranty.

**NORTH- AND SOUTHAMERICA:**Region group:

Region group 1: USA in regions:  
Alaska

Argentina in regions:  
Tierra del Fuego, Santa Cruz, Chubut, Rio Negro,  
Neuquen

Canada

Region group 2: Argentina in regions:  
La Pampa, Mendoza, Buenos Aires, San Luis, San Juan,  
Cordoba, Entre Rios, Santa Fe, La Rioja

Chile in regions:  
Región de Valparaíso, Región Metropolitana, Región del  
Libertador General Bernardo O'Higgins, Región del  
Maule, Región del Bío-Bío, Región de la Araucanía,  
Región de Los Lagos, Región de Tarapacá, Región de  
Antofagasta, Región de Atacama, Región de Coquimbo,  
Región de Aisén del General Carlos Ibáñez del Campo,  
Región de Magallanes y de la Antártica Chilena

USA in regions:  
Maine, New Hampshire, Vermont, Massachusetts, Rhode  
Island, New York, Connecticut, Pennsylvania, New  
Jersey, Delaware, Maryland, Washington D.C., Virginia,  
West Virginia, Ohio, Kentucky, North Carolina,  
Tennessee, Indiana, Illinois, Iowa, Michigan, Wisconsin,  
Minnesota, North Dakota, Montana, Washington

Region group 3: USA in regions:  
Oregon, Idaho, Wyoming, South Dakota, Nebraska,  
California, Nevada, Utah, Arizona, Colorado, New Mexico  
Kansas, Oklahoma, Texas, Missouri,  
Arkansas, Louisiana, Mississippi, Alabama, South  
Carolina, Georgia, Florida

Mexico

Brazil

up to 1200 m above sea level

**CHINA:**Region group:

Region group 3: All regions except Gānsù, Qinghai,  
Tibet Autonomous Region, Xinjiang  
  
up to 1200 m above sea level

**SOUTH AFRICA:**Region group:

Region group 3: All regions except Northern Cape,  
Western Cape  
  
up to 1200 m above sea level

**AUSTRALIA:**Region group:

Region group 3: Victoria, New South Wales, Tasmania, Brisbane, Perth  
  
up to 1200 m above sea level

**MOROCCO:**Region group:

Region group 3: All regions up to 28° northern latitude  
  
up to 1200 m above sea level

**REST OF WORLD:**Country- region group:

*Region group 2:* Kazakhstan, Uzbekistan, Kyrgyzstan, Turkmenistan, Tadjikistan, Azerbaijan, Georgia

*Region group 3:* New Zealand, Indonesia, Singapore, Malaysia, Brunei, Philippines, Lao, Cambodia, Thailand, Myanmar (former Burma), Korea, Taiwan, India, Vietnam, Canary Islands

*Region group 3:* Unlisted countries: This applies for all countries with the climate zone, which have a lower annual radiation exposure than 2200 kWh/m<sup>2</sup> \*.

**Among others the following countries are excluded:**

Sri Lanka, United Arab Emirates, Qatar, Oman, Namibia, Egypt

This applies also for all countries with the climate zone, which have a higher annual radiation exposure than 2200 kWh/m<sup>2</sup> \*.

Regions which are located higher than 1200 m above sea level (a.s.l.) are also not part of the warranty.

\*( see "Globalstrahlung Mittlere Jahressummen 1981-1990", edition 1999, german weather service)

### Design group:

#### Design group 1

<b>Hornschuch No.</b>	<b>Design</b>	<b>Color</b>
F 436-2007	Montana Eiche	tabak
F 436-2035	Staufereiche	terra
F 436-2036	Staufereiche	kolonial
F 436-2048	Staufereiche	mocca
F 436-2075	Eiche	mocca
F 436-2076	Eiche	kolonial
F 436-3042	Noce Sorrento	balsamico
F 436-3054	Teak	silver grey
F 436-3059	Walnuss	terra
F 436-5003		anthrazitgrau
F 436-5010		schwarzbraun
F 436-7003		anthrazitgrau SFTN
F 456-5001		cremeweiss
F 456-5015		beige
F 456-5053		altweiss
F 456-5054		creme
F 456-5056		hell elfenbein

#### Design group 2

<b>Hornschuch No.</b>	<b>Design</b>	<b>Color</b>
F 436-1001	Metbrush	aluminium
F 436-1002	Metbrush	silver
F 436-1004	Metbrush	platin
F 436-1006	Metbrush	anthrazitgrau
F 436-1007	Metbrush	messing
F 436-2049	Noce Aljano	honig
F 436-2067	Nusseuro	dark
F 436-3041	Noce Sorrento	natur
F 436-7048		basaltgrau SFTN

Design group 3

<b>Hornschuch No.</b>	<b>Design</b>	<b>Color</b>
F 436-3087	Sheffield Oak	brown

Warranty in years:

	<b>Country / region group 1</b>	<b>Country / region group 2</b>	<b>Country / region group 3</b>
<b>Design group 1</b>	<b>10 years</b>	<b>7 years</b>	<b>5 years</b>
<b>Design group 2</b>	<b>7 years</b>	<b>5 years</b>	<b>2 years</b>
<b>Design group 3</b>	<b>5 years</b>	<b>5 years</b>	<b>-</b>

Weißbach, the 20.7.2015

Konrad Hornschuch AG

  
Dr. Hans-Hinrich Kruse  
Chief Executive Officer

  
Lothar Machule  
Chief Sales Officer