

**1. Significance of the warranty**

- 1.1 This warranty in favour of the buyer integrates the order confirmation and the general conditions of sale, except if otherwise agreed.
- 1.2 This warranty is valid only with regards to products sold and installed in European Countries.

**2. Validity of the warranty**

- 2.1 The warranty of STABILIT SUISSE SA (hereinafter STABILIT) will be of 10 (ten) years starting from delivery.

**3. Breakage due to hail**

- 3.1 STABILIT warrants that during the period of warranty the products colourless and translucent coloured MACROLUX ROOFLITE with minimum thickness 0.8 mm, MACROLUX MULTIWALL with minimum thickness 6 mm, MACROLUX SOLID with minimum thickness 2 mm and MACROLUX SYSTEMS with minimum thickness 6 mm will not be affected by breakages due to hail. Breakage due to hail means that the external wall of the sheet or panels presents in an even and diffuse manner, holes caused by hail.

- 3.2 The warranty condition mentioned in article 3.1 is subordinated to the execution of a simulated crash test on the challenged sheet or panels by means of standardized artificial grains of a diameter of 20 mm which shall hit the sheet with a speed of 21 m/s. Should such test not produce evidence of breakages on the external wall, the claim will be rejected.

**4. Degree of light transmission**

- 4.1 During the validity of the warranty the MACROLUX MULTIWALL, MACROLUX SOLID, MACROLUX ROOFLITE and MACROLUX SYSTEM products will maintain a high and long-lasting degree of light transmission. STABILIT warrants that, with respect to the initial value, the loss of light will not be higher, when measured in conformity to the standard ASTM D 1003 (see article 5.2):

- a) to 3 (three) % during the first 2 (two) years and to 6 (six) % during the next 8 (eight) years for colourless sheets and panels.
- b) to 6 (six) % during the first 2 (two) years and to 12 (twelve) % during the next 8 (eight) years for translucent coloured sheets and panels.

**5. Index of yellowing**

- 5.1 With regard to MACROLUX MULTIWALL, MACROLUX SOLID, MACROLUX ROOFLITE and MACROLUX SYSTEMS products the index of yellowing shall not undergo a variation higher than with respect to the initial value measured in accordance with the standard ASTM D 1925 (see article 5.2):

- a) 8 (eight) Δ during the first 2 (two) years and of 10 (ten) Δ during the next 8 (eight) years for colourless sheets and panels.
- b) 10 (ten) Δ during the first 2 (two) years and of 14 (fourteen) Δ during the next 8 (eight) years, for translucent coloured sheets and panels.

- 5.2 The measurements indicated in the previous articles 4.1 and 5.1 shall be executed on sheets or panels free from dirt and scratches.

**6. Obligations during the warranty**

- 6.1 During the warranty period, upon written request, STABILIT shall, at his choice, either (i) eliminate the defects as soon as possible, or (ii) substitute the products which do not correspond to 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.

Percentage replaced	
Up to 5 years	100%
during the 6 <sup>th</sup> year	75%
during the 7 <sup>th</sup> year	60%
during the 8 <sup>th</sup> year	45%
during the 9 <sup>th</sup> year	30%
during the 10 <sup>th</sup> year	15%

- 6.2 Any further obligation deriving from defective delivery is excluded and in particular the buyer's option to claim for the rescission of the agreement is excluded.
- 6.3 Further costs for example: transport, costs for disassembling and reinstallation or of any other nature are expressly excluded.

**7. Warranty conditions**

- 7.1 This warranty applies only if the end-user calls in writing STABILIT's warranty:

- a) within 8 (eight) days as of the discovery of the defect.
- b) attaching copy of the purchase document (invoice).
- c) attaching a significant specimen including the batch code and possibly photos, clearly indicating the defect found.
- d) with their authorization for an inspection at the installation site by STABILIT or by a third party authorized by STABILIT.

- 7.2 This warranty applies only if the products were forwarded, handled, stocked, processed and installed in observance of all technical instructions listed in the technical literature issued by STABILIT and available upon request.

**8. Exclusion of the warranty**

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

- a) Use of sheets or panels whose thickness is :  
 < 6 (six) mm for MACROLUX MULTIWALL.  
 < 0.7 (zero point seven) mm for MACROLUX ROOFLITE.  
 < 8 (height) mm for cold-bended panels MACROLUX SYSTEMS
- b) Use of products which have been exposed to aggressive chemical agents.
- c) Use of scratched products with gels/inclusions.
- d) Inadequate or insufficient cleaning of the products with respect to the applicable technical instructions.
- e) Use of joining and/or fixing elements and/or adhesive and/or sealant which are not compatible with the products or inadequate use of them.
- f) Use of sheets which have been exposed to heating sources and/or thermoformed with the exception of STABILIT thermoformed.
- g) Use of product which have undergone crashing and/or overheating.
- h) Installation of products with the UV protected surface exposed inwards and not outwards.
- i) The bending radius of the sheets or panels is not made in accordance with technical specifications written in STABILIT's technical manuals and documents.
- j) Sheets or panels exposed to sandstorms

**9. Exclusive jurisdiction: the registered office of STABILIT**

Nevertheless STABILIT has the right to sue the buyer at any other competent jurisdiction.

**10. Applicable law**

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:**

MACROLUX MULTIWALL\* = LL (Long Life); XL (Extra Life); HS (Heat Shield); IR (Heat Reduction); Athermic  
 MACROLUX SOLID\* = XL (Extra Life); IR (Heat Reduction);  
 MACROLUX ROOFLITE\* = LL (Long Life); XL (Extra Life); Athermic.  
 Colourless = Code 0010

MACROLUX SYSTEMS\* = Modulit, SKL, Click16, EasyRoof, EasyJunta, EasyPanel, BDL, Grecatec and Ondatec.

Colourless = Code 8005

\* with the exception of products NoUV protected

**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.**