

20 YEAR MATERIAL LIMITED WARRANTY
VALMEX® Wählen Sie ein Element aus. NANO

Subject to all the terms and conditions contained and with specific reference to the percentage of Mehler Technologies Liability chart herein, Mehler Technologies GmbH (MTX) hereby provides a 20 (twenty) year limited warranty for the product Wählen Sie ein Element aus.® Wählen Sie ein Element aus., Klicken Sie hier, um Text einzugeben., NANO, Article No. Klicken Sie hier, um Text einzugeben.(Data-Sheet No.Klicken Sie hier, um Text einzugeben.

1. COMPLIANCE WITH SPECIFICATION

MTX warrants that the product shall at the time of delivery from the MTX production plant meet all technical data stated in the published MTX data sheet which makes part of the contract. The warranties described in 1 are collectively referred to as the "Limited Warranty".

1.1 TENSILE STRENGTH

MTX warrants a tensile strength as per above mentioned data sheet. MTX warrants that the tensile strength of the product will not reduce more than 3 % per year on an average base starting from date of product delivery from MTX warehouse.

1.2 FLAME RETARDANCY

MTX warrants that the product will remain flame retardant (as specified in data-sheet as "burning behaviour") for the period of 20 years starting from date of delivery of the product from MTX warehouse.

1.3 WATER RESISTANCE

MTX warrants that the product will remain water resistant for the period of 20 years starting from date of delivery of the product from MTX warehouse.

1.4 BIOCIDAL PROTECTION

MTX warrants that the product is protected against microbial and fungal attack. Under normal use and circumstances the protection will remain for the period of 20 years starting from date of delivery of the product from MTX warehouse.

1.5 LACQUER AND COATING DEFECTS

MTX warrants that the product is protected against microbial and fungal attack. Under normal use and circumstances the protection will remain for the period of 20 years starting from date of delivery of the product from MTX warehouse.

1.6 SURFACE VISIVE DEFECTS

Visual defects occurring due to ageing process are excluded from warranty. Inspection of the Delta E Value according to colour space CIE 1976 (CIELAB). The values stipulated below are based on results and simulations in European countries:

after 2 years - no more than 4
 after 5 years - no more than 8
 after 15 years - no more than 12

2. MTX's OBLIGATIONS UNDER THIS LIMITED WARRANTY

MTX agrees to provide, to the extent and for the period stated in the chart below, the costs of the defective product to the direct purchaser of the material. Decisive is the date of delivery from MTX plant.

3. PERCENTAGE OF MTX LIABILITY ON MATERIAL

Defect occurring on material as per this document in years and percentage of material cost covered

Year 1	100 %	Year 6	60 %	Year 11	35 %	Year 16	12 %
Year 2	95 %	Year 7	55 %	Year 12	30 %	Year 17	10 %
Year 3	90 %	Year 8	50 %	Year 13	25 %	Year 18	8 %
Year 4	80 %	Year 9	45 %	Year 14	20 %	Year 19	6 %
Year 5	70 %	Year 10	40 %	Year 15	15 %	Year 20	5 %

4. WARRANTY EXCLUSIONS

This limited warranty applies only to purchaser who acquires the product other than for personal, domestic or household use, and does not apply to any product or any part thereof, that in the sole judgment of MTX

- (i) has been subject to misuse, has been subject to excess wear and tear
- (ii) has been used not in accordance with accepted engineering standards or repaired, altered or in any other way handled by anyone other than the authorized project dealer
- (iii) has been used under faulty design or faulty manufacture, faulty or inadequate installation or combined with other product in which the product delivered by MTX has been incorporated
- (iv) has been deteriorated because of pollution, chemicals, solvents, cleaning agents, or other substances which are harmful to the product or has been damaged during handling by the customer or other user or consumer of the product
- (v) has been damaged by severe weather including high winds, or by accident or natural disaster
- (vi) has been deteriorated because of incorrect cleaning, has not been subject of an adequate maintenance program approved or suggested by MTX (MTX maintenance and cleaning instructions are available on www.mehler-technologies.com)
- (vii) has localized areas of staining which do not generate an overall and uniform colour change

- (viii) has destruction of the coating by mould growth due to condensation because of inadequate air circulation
- (ix) has deactivating of the microbiocide agents caused by contacts with sulphurous gazes, liquids or compounds (e.g. Kerosene)
- (x) has differences in shade and translucency from batch to batch or after installation within market usual tolerances

This limited warranty does not cover

- (xi) the performance of joints and seams
- (xii) colour change through normal aging and abnormal or excessive weather effects
- (xiii) transportation and any other delivery, taxes or custom related costs in general

5. CLAIM AND INSPECTION

Any claim made by the holder of the warranty shall be made in writing by registered mail with acknowledgement of receipt to

Mehler Technologies GmbH
 Rheinstraße11
 41836 Hückelhoven
 Germany

Within 30 (thirty) days from the date on which the defect first became noticeable and must be accompanied by evidence of purchase of the product with a copy of the stamped and signed warranty agreement including batch and roll numbers and a sample (minimum 1 m²) of the affected product.

Failure to notify MTX within 30 (thirty) days following the discovery of the defect shall render this Limited Warranty null, void and of no legal effect with respect to that particular defect.

After notification of an alleged defect, MTX shall be entitled to inspect the product in order to take appropriate steps for timely corrective measures. In the event MTX representatives are denied the right to inspect the alleged defects, this Limited Warranty shall null, void and of no legal effect with respect to such defect.

6. EFFECTIVENESS OF WARRANTY

This Limited Warranty may not be enforced against MTX if MTX has not received any scheduled payment for the product under the purchase order or contract for supply of the product.

7. LIMITATION OF LIABILITY

MTX shall not be liable for any loss of profits or revenue, loss of use of equipment or facility, cost of capital or for any other special, indirect incidental or consequential damages of any nature resulting from or in any manner relating to the product covered hereby, their design, use, any inability to use the same or any delay in the delivery of same. The sole and exclusive remedy with respect to any defective product shall be the cost of the product which has been agreed upon by MTX to be replaced.

The terms and provisions of this Limited Warranty shall be governed by, construed under and enforced in accordance with, the current German laws, without regard to the Uniform United Nations Conventions. Competent court for any claim shall be the jurisdiction of Düsseldorf, Germany.

Only the English version of this warranty is valid. All translations of this document into other languages are only for better understanding.

MTX shall be entitled to inspect the product at any time during the period of the warranty.

Any questions, inquiries or claims under this Limited warranty shall be directed to: Mehler Technologies GmbH, Rheinstrasse 11, 41836 Hückelhoven, Germany.

This document is only valid in addition to the correspondent and duly filled, approved, stamped and signed warranty application (both must have the same document ID). These documents regularize the warranty terms for the mentioned project and automatically exclude any other submitted document, correspondence, verbal or written agreement in this regarding.

Mehler Technologies GmbH
 Hückelhoven, 16.7.2013