

Guarantee Akyver[®] Sun Type

CORPLEX guarantees the durability of the physical characteristics of Akyver[®] Sun Type sheets of 6 mm thick or more for 10 years, and the resistance to hail as described in the following paragraphs.

DEFINITION OF THE GUARANTEE

1/ PHYSICAL CHARACTERISTICS

• Optical characteristics

The loss of light transmission with respect to the initial value is less than 4 units after 10 years for countries of zone A and less than 6 units for countries of zone B. (See below) The coefficient of light transmission is measured according to standards DIN 5036 or ASTM D 100361.

The increase of the yellowing index of the translucent sheets with respect to their initial value is a maximum of 8 units after 10 years for the countries of Zone A and a maximum of 10 units after 10 years for the countries of Zone B. (See below) The yellowing index is measured according to standards DIN 6167 or ASTM D 192570.

• Mechanical characteristics

The material which the Akyver[®] Sun Type sheets are made of preserves a modulus of elasticity $E \geq 2100 \text{ N/mm}^2$ (DIN standard 53457) and a stretch resistance $\sigma_s \geq 55 \text{ N/mm}^2$ (DIN standard 53455) after 10 years.

These different optical and mechanical characteristics are measured on clean sheets, free of scratches or dust, and undamaged. Optical measurements are made perpendicularly to the surface of the sheet. Mechanical measurements are made on sheets which have been stored in a normal atmosphere (23°C and 50% relative humidity).

2/ RESISTANCE TO HAIL

Akyver[®] Sun Type sheets are guaranteed, except in the case of a decree of natural disaster, against piercing by hail under the following breakage test made on a damaged sheet. Outer layer affected by at least one hole following three dispersed shots came out at 5,6 Joules, and according to the operating process described by the standard SN 564280, paragraph 46, test 9 (1996). This guarantee does not prevent application of the legal guarantee in France (article 1792-4 of the Civil Code).

CONDITIONS FOR APPLICATION OF THE GUARANTEE

• The guarantee applies exclusively to the Akyver[®] Sun Type treated sheets (translucent, opal or bronze). The treated surface, identified on delivery of the sheets, must be installed the outside. This surface only must be exposed to solar rays and bad weather: The guarantee applies exclusively to the previously described sheets:

- which have been stored, transported and used under normal conditions in accordance with our prescriptions. The Storage must be made safe from UV rays and dust;
- which have been used according to our technical recommendations;
- which have not been exposed to the damaging action of an external chemical substance (a non-comprehensive list of the compatible chemicals with polycarbonate can be provided on demand);
- which have not been damaged by abusive, improper, abnormal, unsafe or violent use, by negligence or lack of care;
- which have not been damaged by accidents, fire and more generally by any disaster or event of force majeure;
- which have not been thermoformed;
- which have not been subjected to damages that may result from possible infiltration of dust inside of sheet's flutes;
- which have not been damaged by connecting fastening or sealing elements;
- which have not been bent to a radius of curvature less than 150 times the thickness of the sheet;
- which have not been exposed to extreme temperatures or abrasion phenomena.

The maximum increase in the yellowing index applies exclusively to the translucent sheets.

- The values indicated under chapter «Definition of the guarantee» exclusively apply to the sheets intrinsic characteristics, without taking into account any variations in measurement due to external elements other than normal climatic conditions.
- Polycarbonate is permeable to water vapour, thus the appearance of condensation may not be a cause of complaint.
- The guarantee is applicable to sheets sold and used in the following countries:

Zone A: France, EEC countries, the Vatican, Andorra, Monaco, Liechtenstein, San Marino, Switzerland, Iceland, Norway, Russia, Turkey

Zone B: France overseas territories, Egypt, Arab Emirates, Maghreb countries, Pakistan, all countries in South America, Japan, Taiwan, Philippines, Indonesia, Malaysia, Vietnam, Cambodia, Laos, Burma, Thailand, India, China, Korea, Hong Kong, Singapore.

It may be extended to other countries with the written agreement of the seller.



In any case, the guarantee does not apply to plates sold and / or used in the US / CANADA.

- Under this warranty for a defect rate higher than 5%, the seller agrees to replace free of charge any defective plates in accordance with the following schedule. For AKYVER Sun Type Hail Resistance (HR) sheets, the resistance to hail is guaranteed for 10 years at 100%, in the conditions for application of the guarantee previously described.

	Case of physical characteristics damage	Case of damage by hail AKYVER Sun Type	Case of damage by hail AKYVER Sun Type HR
Up to 5th year	100% replacement	100% replacement	100% replacement
In the 6th year	75% replacement	50% replacement	
In the 7th year	60% replacement	40% replacement	
In the 8th year	45% replacement	30% replacement	
In the 9th year	30% replacement	20% replacement	
In the 10th year	15% replacement	10% replacement	

The guarantee applies from the date of delivery of Akyver® Sun Type to the customer by CORPLEX or one of its approved retailers. If, for any reason whatsoever CORPLEX is unable to deliver the replacement sheets to the customer within reasonable period, CORPLEX reserves the possibility of refunding the original purchase price.

The guarantee is limited to the replacement of sheets, excluding removal and refitting costs.

CONDITIONS FOR INVOCATION OF THE GUARANTEE

To be considered as valid, CORPLEX must be notified of the invocation of the guarantee during its period of validity of maximum 30 days and as soon as any defect is detected.

The buyer shall not implement the plates with defects if they have not been installed. He will retain all defective products that are requested to be replaced and return them to CORPLEX upon request and on its expenses.

The implementation of the guarantee demand must be accompanied by:

- the invoice issued either by CORPLEX or by one of its approved retailers, including customer's name and address, delivery date, description of the goods and quantity sold.
- a sample showing the defect, in at least A4 format, if possible bearing the manufacturing batch number which appears on the edge of the sheet. If this condition cannot be fulfilled on the sample under consideration, this number can be taken from the edge of other incriminated sheets from the same project and sent with the documents.

COMPLEMENTARY CONDITIONS

- This guarantee excludes any request for the repair of direct, indirect or derivative damage, no matter what the cause. In any case, the Seller cannot be held to compensation for indirect and consequential damages such as, especially production losses, operating and profit, commercial damage and other costs.
- In the event of CORPLEX executing its obligations in application of this guarantee, no other actions may be taken against the retailer under the heading of this guarantee.

ATTRIBUTION OF JURISDICTION

Any litigation will fall within the competence of the Colmar Courts (France), which have sole jurisdiction, even in the event of a guarantee appeal or multiplicity of defendants. The applicable law is French law.