

## EXTENDED WARRANTY AGREEMENT

between

### **Konrad Hornschuch AG**

Salinenstrasse 1, 74679 Weissbach  
– hereinafter referred to as HORNSCHUCH –

and

### **Carpinteria y Cerramientos**

c/ Lopez Bravo 15.A3, ES-09001, Burgos  
(including affiliated companies)  
– hereinafter referred to as CARPINTERIA –

– HORNSCHUCH and CARPINTERIA together referred to as the “PARTIES” –



## Preamble

HORNSCHUCH manufactures weatherproof laminates for coating components (hereinafter referred to as the PRODUCT) under the name skai® *techprofil*.

The following requirements contain not only an extended warranty but also the Technical Delivery Specifications (see Annex 1).

### **1. Quality Agreement**

- a. The product is suitable for being laminated on components.
- b. The product complies with the requirements of the directive for the quality assurance of plastic windows RAL-GZ 716, Technical Annex, Section II "Lamination Process". The requirements laid down in RAL-GZ 716, Technical Annex, Section II are considered to be an agreed quality characteristic of the product. No guarantee (Section 443 of the German Civil Code) shall be assumed.
- c. The quality agreement also covers the Technical Delivery Specifications included in Annex 1.

### **2. Requirements of the Extended Warranty**

- a. The PARTIES shall notify each other in writing before undertaking any significant changes to the properties of their respective products insofar as these changes might potentially influence the properties/processing of the product.
- b. The product shall be laminated using a suitable adhesive system and process, both of which fulfill the requirements of RAL-GZ 716, Technical Annex, Section II. The adhesive manufacturer's specifications regarding lamination and subsequent processing shall be observed. The extended warranty shall not apply if the adhesive is defective.



- c. The assertion of claims on the basis of the extended warranty shall always require that CARPINTERIA describe the defective laminate by specifying the batch number and delivery date, submit – upon request – the delivery papers (in particular the roll labels or roll IDs) for the laminate in question and provide evidence that the defective products were manufactured using the laminate in question (documentation of production and quality control).

### **3. Warranty Period**

The warranty period begins when HORNSCHUCH delivers the product. Any claims for subsequent performance, compensation or replacement use shall expire after the warranty periods specified in detail in Annex 2.

### **4. Liability Limitation**

Any liability of HORNSCHUCH for compensating warranty costs and/or damage sums incurred by CARPINTERIA in causal association with the delivery of defective laminates shall be limited to €5 million per claim and calendar year.

The limitation specified in this paragraph shall not apply in the event of damage arising from death or injury, intent or gross negligence or in any instances in which full liability is required by law.



## 5. Jurisdiction and Applicable Law

The place of fulfillment for all claims and the place of jurisdiction are Künzelsau, Germany, for matters settled before the district court and Heilbronn, Germany, for matters settled before the regional court. The legal relationship shall be subject to German Law, although to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

## 6. General Terms and Conditions of Business

All deliveries from HORNSCHUCH to CARPINTERIA shall be made on the basis of the applicable General Terms of Delivery and Sale of Konrad Hornschuch AG (these can be found on the Internet at <https://www.hornschuch.com/en/footer-links/general-terms-and-conditions/>), with the proviso that this EXTENDED WARRANTY AGREEMENT shall prevail over the General Terms and Conditions in the event of any discrepancies. Any General Terms and Conditions of CARPINTERIA shall not apply.

## 7. Duration

This EXTENDED WARRANTY AGREEMENT applies to laminate deliveries made from September 1, 2018 and is unlimited.



## 8. Other

- a. Oral ancillary agreements have not been concluded. Changes or amendments to this agreement shall be made in writing in order to be effective. This shall also apply to any waiver of the written form itself.
- b. If any current or future provisions in this agreement lose either in full or in part their legal effectiveness or practicability at a later date, this shall not affect the applicability of the other provisions in this agreement. The voided or impracticable provision shall be replaced with retroactive effect by a valid provision that comes closest to the will of the PARTIES. The same shall apply if it is established that the agreement contains a regulatory gap.

Weissbach, Germany

Konrad Hornschuch AG

Roger H. Liebel  
*Chief Executive Officer*

Lothar Machule  
*Chief Sales Officer*

\_\_\_\_\_  
Name, function, double signature

\_\_\_\_\_  
Date, CARPINTERIA



## Annex 1: Technical Delivery Specifications CARPINTERIA August 2018

### Technical delivery specifications for skai® Techprofil

Laminates for laminating profiles for outdoor use where the components are installed vertically.

Product:	Multi-layer laminate, embossed Doubled laminate made from semi-hard bottom foil; dyed to be highly resistant to light and weather; acrylate laminate covering
Article:	skai® techprofil laminates printed and uni
Intended use:	Coating of components
Supplier:	Konrad Hornschuch AG 74679 Weissbach, Germany

Total thickness:  
(DIN EN ISO 2286-3)

#### For F436:

MIP embossing:	190 µm +/-10%
TPR-F embossing:	200 µm +/-10%
HPN embossing:	190 µm +/-10%
SFTN embossing:	200 µm +/-10%
AHN embossing:	210 µm +/-10%
STYLO embossing:	200 µm +/-10%
X-BRUSH embossing:	200 µm +/-10%

#### For F446:

TPRF embossing:	250 µm +/-10%
SFTN embossing:	240 µm +/-10%
MIP embossing:	230 µm +/-10%
STYLO embossing:	240 µm +/-10%



For F456:

TPR-F embossing:	215 µm +/-10%
HOPO embossing:	210 µm +/-10%
STYLO embossing:	210 µm +/-10%
SFTN embossing:	210 µm +/-10%
AHP embossing:	220 µm +/-10%

Thickness of acrylate base film: tp (F436)  $\geq$  50µm /  
tp 60 + CC plus (F456 + F446)  $\geq$  60µm

Delivery form: Standard role length  
200–500 linear meters without adhesive  
area

Standard role width:  
a) Standard roles: 660 mm / 1320 mm  
( $\pm$ 100 mm)  
b) Tapes as per division

Made-to-order items including all  
underlengths and underwidths;  
roles delivered on cardboard cores with  
inside diameter of approx. 77 mm

Color/design: As per standard pattern

Gloss level (reflectometer,  
measurement geometry 60°,  
DIN 67530) 14–23 gloss (with standard pattern)

life like MIP embossing:	GG 14 +/- 3
Std. TPR-F embossing:	GG 18 +/- 3
HPN embossing:	GG 16 +/- 3
SFTN matt embossing:	GG 6 +/- 2
SFTN embossing:	GG 13 +/- 3
HOPO embossing:	GG 19 +/- 4
STYLO embossing:	GG 13 +/- 3
AHP embossing:	GG 23 +/- 6
AHN embossing:	GG 8 +/- 4
X-BRUSH embossing:	GG 6 +/- 3



Embossing:	As per standard pattern
Surface:	When magnified 20 times, the surface of the delivered laminate shall not exhibit any cracks or damage.
Weathering resistance:	Discoloration of gray scale stage $\geq 3$ is permitted in accordance with ISO 4582, analysis ISO 105-A02 with a total exposure to radiation of min. 20 GJ/m <sup>2</sup> as per procedure 1, DIN EN 513.  When magnified 20 times, the surface shall not exhibit any spots, bubbles, or cracks.
Tensile strength: (ISO 527-3)	> 20 N/mm <sup>2</sup>
Elongation at tear: (ISO 527-3)	Linear elongation: > 60% Lateral elongation: > 40%
Dimensional stability: (DIN 53377)	> +/-2.5% (10 minutes at 80°C)
Resistance to rubbing: (ISO 105-X12; ISO 105-A03)	Grade 5
Moisture resistance: (DIN EN ISO 6270-2, AHT)	Permissible discoloration in alternating condensation atmosphere after 14 days  $\geq$ Stage 3 as per gray scale (ISO 105-A03)
Scratch resistance:	> 20 cN as per test with Erichsen scratch hardness tester 435
Embossing stability:	No change in the embossing pattern, shine, or color upon exposure to a short-term temperature load (test: 10 minutes at 80°C)





**Crazing:**

Due to the acrylate laminate, crazing can occur when the product is folded. This does not constitute a defect.

**Temperature resistance:**

When the profile is being processed, welding in accordance with the relevant codes of practice is possible without this negatively affecting the properties of the laminate. At the temperatures required for bending the profiles (max. 130°C), the gloss level of the surface increases. The original surface appearance can be restored by regrinding the surface using polishing steel wool (000).

Make sure that the regrinding process does not lead to a reduction in the thickness of the protective acrylate layer.

**Chemical resistance:**

Insensitive to common household agents such as ammonia, aliphatic benzines such as cleaning fluid, window cleaner, cleaning agents (non-abrasive), water as well as the construction materials cement and gypsum. Not resistant to organic solvents, organic solvent mixtures and solvent-containing preparations (e.g. paint thinner, paint stripper, polishes, adhesives, etc.) The compatibility of any cleaning agents used shall always be tested first in a non-visible area.

**Care instructions:**

Proper cleaning with soap solution – do not use any abrasive agents. No further care or maintenance is necessary.



**Storage:**

Store the product in a cool (10°C–20°C), dry place. It is recommended that the product be stored in its original packaging. The minimum storage period is 12 months. At least 48 h prior to processing, condition the laminate at room temperature (20°C +/-3°C).

**Laminate processing:**

The maximum winding tension when the laminate is being processed shall not exceed 300 N/m. A cutting stool with a linearly accelerating cutting speed is recommended.

**Cool color information:**

Due to the significantly reduced heat absorption of the latest generation of laminates “cool colors” and the differing weathering results that can be expected as a result, we advise against installing them together with conventional, non-IR-reflective laminates within a single component.



**Annex 2: Warranty periods**  
CARPINTERIA August 2018

**Warranty in years**

	<i>Country group 1</i>	<i>Country group 2</i>	<i>Country group 3</i>
<b>Pattern group 1</b>	<b>10 years</b>	<b>10 years</b>	<b>10 years</b>
<b>Pattern group 2</b>	<b>10 years</b>	<b>10 years</b>	<b>5 years</b>

**Notwithstanding the provisions in the chart above, the warranty regarding the following countries is limited to 5 years with respect to Pattern Group 1 (for all other Pattern Groups the warranty is excluded):**

Algeria, Angola, Bahrain, Chad, Egypt, Eritrea, Ethiopia, Kuwait, Libya, Mali, Mauritania, Namibia, Niger, Oman, Qatar, Río de Oro, Saudi Arabia, Senegal, Somalia, South Sudan, Sudan, United Arab Emirates, Yemen



Allocation shall otherwise be based on the following groups:

**EUROPE:**

Country group 1: All European countries

**AFRICA:**

Country group 3: All except those specified as excluded

**ASIA:**

Country group 1: Russia

Country group 2: Armenia, Azerbaijan, Georgia, Japan, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Uzbekistan

Country group 3: Afghanistan, Bangladesh, Bhutan, China, Fiji, Hong Kong, India, Iran, Iraq, Israel, Jordan, Lao People's Democratic Republic, Lebanon, Maldives, Mongolia, Nepal, Pakistan, Sri Lanka, Syria, Asian part of Turkey

**NORTH AMERICA:**

Country group 1: Canada

Country group 2: USA: Alaska, Connecticut, Delaware, Indiana, Illinois, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New Hampshire, Nebraska, New Jersey, New York, North Carolina, North Dakota, Oregon, Ohio, Pennsylvania, Rhode Island, South Dakota, Tennessee, Vermont, Virginia, Washington, Washington D.C., West Virginia, Wisconsin



Country group 3: USA: Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Idaho, Kansas, Louisiana, Mississippi, Missouri, Nevada, New Mexico, Oklahoma, South Carolina, Texas, Utah, Wyoming

Belize, Costa Rica, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama

## **CENTRAL AMERICA:**

Country group 3: Anguilla, Antigua and Barbuda, Bahamas, Cayman Islands, Greater Antilles, Guadeloupe, Lesser Antilles, Navassa, Saint-Barthélemy, Saint-Martin, St. Kitts and Nevis, St. Lucia, Turks and Caicos Islands

## **SOUTH AMERICA:**

Country group 2: Argentina, Chile, Ecuador

Country group 3: Bolivia, Brazil, Guyana, Colombia, Paraguay, Peru, Suriname, Uruguay, Venezuela

## **OCEANIA:**

Country group 2: New Zealand, North Korea, South Korea

Country group 3: Australia: All regions lying south of latitude 30°N, including Brisbane

Brunei, Cambodia, Indonesia, Kiribati, Lao, Malaysia, Marshall Islands, Micronesia, Myanmar (formerly Burma), Nauru, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, Taiwan, Thailand, East Timor, Tuvalu, Vanuatu, Vietnam



**Pattern classification:**

Pattern group 1

<b>Hornschuch no.</b>	<b>Structuring</b>	<b>Color</b>
F 436-1001	Metbrush	aluminium
F 436-1002	Metbrush	silver
F 436-1006	Metbrush	anthrazitgrau
F 436-1007	Metbrush	messing
F 436-1009	Metbrush	mocca
F 436-1010	Metbrush	schoko
F 436-1011	Metallic wood	mocca
F 436-1012	Alux	anthrazit
F 436-1013	Alux	silbergrau
F 436-1015	Alux	weissaluminium
F 436-1017	Alux	steingrau
F 436-2001	Macoree	
F 436-2002	Sapeli	
F 436-2007	Montana Eiche	tabak
F 436-2009	Oregon Pine	natur
F 436-2012	Colmar Eiche	sepia
F 436-2014	Oregon Pine	braun
F 436-2032	Kirsche Piemont	
F 436-2035	Staufereiche	terra
F 436-2036	Staufereiche	kolonial
F 436-2048	Staufereiche	mocca
F 436-2053	Oregon	
F 436-2060	Sipo	
F 436-2075	Eiche	mocca
F 436-2076	Eiche	kolonial
F 436-2079	Eiche	umbra
F 436-2085	Sapeli	
F 436-3042	Noce Sorrento	balsamico
F 436-3043	Cherry	amaretto
F 436-3050	Teak	royal grey
F 436-3051	Teak	terra
F 436-3059	Walnuss	terra
F 436-3062	Walnuss	kolonial
F 436-3063	Walnuss	rehbraun
F 436-3064	Walnuss	curcuma
F 436-3083	Santana Oak	rotbraun



F 436-3087	Sheffield Oak	brown
F 436-3091	Sheffield oak	kolonial
F 436-4003		anthrazitgrau STYLO
F 436-4003A		anthrazitgrau STYLO
F 436-5003		anthrazitgrau
F 436-5003A		anthrazitgrau
F 436-5008		weinrot
F 436-5016		maigrün
F 436-5020		pastellgruen
F 436-5021		tannengruen
F 436-6003		anthrazitgrau matt
F 436-6003A		anthrazitgrau matt
F 436-6021		tannengruen matt
F 436-7003		anthrazitgrau SFTN
F 436-7003A		anthrazitgrau SFTN
F 446-2001	Macoree CC+	
F 446-2002	Sapeli CC+	
F 446-2007	Montana Eiche	tabak CC+
F 446-2060	Sipo CC+	
F 446-2075	Eiche	mocca CC+
F 446-2076	Eiche	kolonial CC+
F 446-5003		anthrazitgrau CC+
F 446-6010		schwarzbraun matt CC+
F 446-6021		tannengrün matt CC+
F 446-6042		American brown matt CC+
F 446-6051		fango matt CC+
F 446-7052		braun SFTN CC+
F 456-4053		altweiss STYLO
F 456-4054		creme STYLO
F 456-5001		cremeweiss
F 456-5015		beige
F 456-5053		altweiss
F 456-5054		creme
F 456-5056		hellelfenbein
F 456-5057		brillant weiss
F 456-5058		papyrusweiss
F 456-6001		cremeweiss matt
F 456-6015		beige matt
F 456-6053		altweiss matt
F 456-6054		creme matt
F 456-7030		verkehrsweiss SFTN



Pattern group 2

Hornschuch no.	Structuring	Color
F 436-1004	Metbrush	platin
F 436-1005	Metbrush	Quarzgrau
F 436-1008	Metbrush	titan
F 436-1014	Alux	DB 703
F 436-1021	x-brush	titan
F 436-1022	x-brush	stahlblau
F 436-1023	x-brush	schwarzbraun
F 436-1024	Alux	graphit
F 436-2022	Anegré	goldbraun
F 436-2044	Kiefer	natur
F 436-3031	Birke	rosé *1)
F 436-3041	Noce Sorrento	natur
F 436-3052	Teak	arte
F 436-3054	Teak	silver grey
F 436-3058	Walnuss	amaretto
F 436-3077	Newcastle Oak	khaki
F 436-3078	Asteiche	natur
F 436-3086	Sheffield Oak	grey
F 436-4048		basaltgrau STYLO
F 436-4049		silbergrau STYLO
F 436-5006		stahlblau
F 436-5010		schwarzbraun
F 436-5013		rubinrot
F 436-5023		schwarzgrau
F 436-5031		seidengrau
F 436-5033		kieselgrau
F 436-5037		achatgrau
F 436-5038		betongrau
F 436-5043		samtgrau
F 436-5045		steingrau
F 436-5047		quarzgrau
F 436-5048		basaltgrau
F 436-5049		silbergrau
F 436-5050		schiefergrau
F 436-6010		schwarzbraun matt
F 436-6013		rubinrot matt
F 436-6023		schwarzgrau matt
F 436-6039		silicia SFTN matt





F 436-6047		quarzgrau matt
F 436-6048		basaltgrau matt
F 436-6050		schiefergrau matt
F 436-6055		s-bronze
F 436-7010		schwarzbraun SFTN
F 436-7023		schwarzgrau SFTN
F 436-7037		achatgrau
F 436-7047		quarzgrau SFTN
F 436-7048		basaltgrau SFTN
F 436-7049		titanium SFTN
F 436-7050		schiefergrau SFTN
F 456-3081	Sheffield oak	light *1)

\*1) Gray scale stage 2 (as per ISO 105-A02) applies for this pattern.

Weissbach,

Konrad Hornschuch AG

Roger H. Liebel  
*Chief Executive Officer*

Lothar Machule  
*Chief Sales Officer*

