

1. Content and extent of the guarantee :

- 1.1 The present guarantee refers to materials and to treatments indicated in the joined technical sheet (FOR PR1 09), which is an essential element of the guarantee. The guarantee is not valid and the corresponding obligations have no value without the technical sheet signed by both parts and if the parameters which are indicated were not respected.
- 1.2 The goods are considered as defective in the sense of the following and activate the validity of the present guarantee, if the surface to which the cover is applied is not well protected, that is to say in case of tears, of corrosion, of disintegration, of alveoli formation or painting which flakes, on a surface superior to 5 % of the surface exposed to the atmospheric agents, for other causes than those mentioned in paragraphs 1.3 and 1.4 and visible to the naked eye from the ground at a distance minimum of 5 meters of the panel placed upright..
- 1.3 This guarantee do not cover the damage which can clearly not be attributed to its production process. Its declines any responsibility, for example, in case of mechanical or manual abrasion, of shock, of fall, of damage resulting from deception or from fault emanating from a third party; if surfaces were covered or underwent retouch; if some surface was cleaned and repainted by another Company; if the defects are owed to an accumulation of water, to a condensation or to polluting substances because of an erroneous drawing, of an unfit drainage and/or of a bad waterproofing; If the damage or the deterioration is due to a some non-observance, to a misuse of the goods by the customer or by the third party, in its transport, in the inadequate storage of products painted because of the contact or of the presence of products or aggressive agents in the premises, in the manipulation of the goods, in the manipulation of the goods during the assembly phases of the elements which constitutes it or in a corrosion of galvanic type (crushes effect) consequently to the use of accessories made by materials which are not compatible with the light alloys of aluminum; if the guaranteed products were exposed too long to temperatures over 50°C, to polluting products or to corrosive substances, even to atmospheric level.
- 1.4 This guarantee do not cover for the damage due to a war, to a military occupation, to an invasion, to an uprising, to popular excitements, to act of vandalism, to explosion, to earthquake, to volcanic eruption, to fire, to radiations, to ambient pollution (whatever is the origin), to gaseous or smoke emanations of corrosive products or to violent atmospheric disturbances.

2. PERIOD OF VALIDITY AND CORRESPONDING TERRITORY

2.1 The present guarantee is valid according to the duration indicated in the document FOR PR1-17 (Condition of uses) signed by the two parties, as according to the invoice and/or the delivery form given by the Company MIRALU.

2.2 The present guarantee is valid for the damage which occur in countries belonging to the European Economic Community in the moment that it is given to the

customer, except in case of explicit agreements for an extension of the territory to the rest of the world with the exception of the United States, of Canada and of Mexico.

3. PROCEDURE AND CONDITIONS FOR THE VALIDITY OF THE GUARANTEE

3.1 On receipt of the order, The CUSTOMER has to communicate in writing the conditions of use of the goods (aggressive environment, etc.) to Miralu. Then, Miralu will decide to give or not a written agreement for the validity of the present guarantee by basing itself on this information.

3.2 The written acceptance of MIRALU concerning the use of the goods in the conditions specified by the customer, their correspondence to the real conditions and the acceptance of the guarantee within the 10 days that follow the CUSTOMER order confirmation must be considered as necessary for the validity of the present guarantee.

3.3 Upon the arrival of the goods in his store, the CUSTOMER has to inform MIRALU immediately about the visible defects by registered letter with acknowledgement of receipt within the 8 days that follow the Franco delivery of the goods; otherwise the client can lose his rights.

3.4 The CUSTOMER has to remove the protective film and make sure that there are no visible defects within the 60 days that follow the mounting of the façade; otherwise the client can lose his rights.

3.5 The CUSTOMER has to send a complaint by registered letter with acknowledgement of receipt to MIRALU in the 8 days that follow the discovery of the defects having shown itself after the delivery, with the exception of the limits mentioned above; otherwise the customer can lose his rights.

3.6 In case of defect, the CUSTOMER has to leave the goods in the state where it is at the disposal of MIRALU (for the controls which are imperative) and do not intervene to try to repair it, otherwise the customer can lose its rights.

3.7 In case of defective goods, as indicated in point 1.2 and denounced according to the modalities mentioned in the article 3, MIRALU will settle its obligations by repairing the goods covered by the guarantee, in order to renew it according to the time which passed by, or by replacing it by the similar goods delivered Franco to the store of the customer.

3.8 No compensation is planned for the damage coming from the suspension of the activities or from the no enjoyment of buildings because product MIRALU is largely used for the cover of the outer walls

4. COMPULSORY CLEANING

4.1 The CUSTOMER has to make clean regularly the MIRALU products by a specialized company (washing with neutral cleaners) and the CUSTOMER has to

supply with documents referring to it, otherwise the CUSTOMER can lose the present guarantee. Products must not be rubbed nor cleaned with abrasive substances or solvents which would damage the cover. The cleaning frequency, which depends on ambient factors of the installation place, has to be of at least one time every six months.

5. COMMUNICATIONS

5.1 All the communications relative to the present GUARANTEE must be made by registered letter, with acknowledgement of receipt, to the following address:

MIRALU
6 allée Léonard de Vinci, parc d'activités de Stelytec
42400 SAINT CHAMOND, France.

6. APPLICABLE LAW AND COMPETENT COURT

6.1 The present GUARANTEE is governed by the French law and Saint Etienne's commercial court (Loire) is the only competent one in case of dispute concerning this guarantee.

6.2 The guarantee written in other languages than French are not considered as reference because only the original text in French will be valid.