

Röchling Industrial SE & Co KG - Post-box 12 49 - D-49724 Haren/Germany

VINK UK Ltd
Holmes House
24-30 Baker Street
KT13 8AU
Weybridge, Surrey
UK

Johannes Mohs
General Manager Quality

Tel.: +49 5934 701-218
jmohs@roebling.com

Limited Warranty note

03.08.2023/Mo/PM

Material: Trovidur® EC Clad (PVC-U)
Product: Sheet, extruded

1. BACKGROUND (this paragraph is for information purposes only and is not legally binding)

1.1 Manufacturer's information

Röchling Industrial SE & Co KG is a globally active company for the development, production and processing of thermoplastic and thermoset plastics. Röchling stands for value-conscious and sustainable action.

The company has been certified according to ISO 9001 since 1994. This ensures that the above-mentioned product Trovidur® EC Clad is produced and tested according to quality standards.

1.2 Trovidur® EC Clad

The product Trovidur® EC Clad is an extruded rigid PVC cladding sheet designed for interior use in the construction industry: the sheet is produced in accordance with the latest version of DIN EN ISO 11833 and has, among other things, good technical properties, high chemical resistance, easy processing and good weldability and bondability.

The panel has an expected lifetime of 20 years under the defined conditions of use, in particular according to the Product Handling Information, and correct installation, in particular according to the manufacturer's recommendations (<https://www.roebling.com/fileadmin/assets/Installationsanleitung-Installation-guide-TroBloc-Trovidur-EC-Clad-DE-EN.pdf>). Thus, the panel fulfils the sustainability aspect and is also recyclable at the end of its life cycle .

2. DEFINITIONS

In this Warranty the following words and expressions shall have the following meanings:

Agreement: any agreement, contract, order or arrangement for the supply of any Product by Röchling to the Customer

Customer: the person to whom Röchling sell the Product

Note: This product information is for informational purposes only. No assurances, guarantees or warranties can be derived from it. All previous confirmations hereby lose their validity.

Defect: any failure of the Materials beyond the tolerances of the Standard

Delivery: delivery of the Product to, or at the direction of, the Customer

Latent Defect: a Defect which exists at the time of Delivery but which could not have been discovered by a reasonable visual inspection or which arises during normal and proper use of the Product for its intended purpose.

Materials: the PVC and other physical materials forming the Product

Product: Trovidur® EC Clad, an extruded rigid PVC cladding sheet designed for interior use in the construction industry

Product Handling Information: information on the Product and its storage, handling and processing including the "Product Handling Information Sheet" and the following documents (available at <https://www.roechling.com/de/industrial/werkstoffe/thermoplastics/industrial-plastics/pvc-u/trovidur-ec-clad-white-591164>) :

- 1) Technical data sheet;
- 2) Shelf-Life Information; and
- 3) Flyer with information on the installation of wall cladding panels

Röchling: Röchling Industrial SE & Co KG and any member of its group of companies that has supplied the Product

Standard: DIN EN ISO 11833

3. WARRANTY

3.1 Röchling warrants to the Customer that the Product shall, subject to the Customer complying with its obligations in accordance with this clause 3 and clause 6:

3.1.1 be manufactured in accordance with the Standard;

3.1.2 on Delivery comply with the Standard; and

3.1.3 on Delivery, and during the statutory warranty period afterwards, be free of material Defects.

3.2 Except as expressly set out in this Warranty, all warranties, conditions and other terms including terms implied by statute, are to the fullest extent permitted by law excluded from this Warranty and the Agreement.

3.3 The Customer may reject any Product which at Delivery does not meet the requirements of clauses 3.1.1 to 3.1.3 provided that written notice of such rejection is given to Röchling no later than 5pm local time on the the [fifth] working day following the date of Delivery.

3.4 The Customer may reject any Product which suffers from a material Latent Defect within the statutory warranty period of Delivery in accordance with clause 3.1.3 provided that written notice of such rejection is given to Röchling no later than 5pm local time on the the [fifth] working day following the date of of discovery of the Latent Defect.

3.5 If the Customer fails to reject the Product within the time allowed by clause 3.3 or clause 3.4 it shall be deemed to have accepted the Product.

3.6 The right to reject the Product shall cease immediately if:

3.6.1 the Customer uses, or permits use of, the Product in any way after giving a notice of rejection;

3.6.2 the Defect is due to Röchling having followed the Customer's instruction, design, drawing or specification; or

Note: This product information is for informational purposes only. No assurances, guarantees or warranties can be derived from it. All previous confirmations hereby lose their validity.

3.6.3 the Defect is due to repair, alteration, misuse, neglect, storage conditions, operating conditions or results from fair wear and tear.

3.7 If the Customer properly rejects the Product pursuant to clause 3.3 or clause 3.4, Röchling's liability shall be limited (in its discretion) to it repairing or replacing the Product (with delivery costs to the location specified in the original order being borne by Röchling) or repaying the original price for the rejected Product in full.

3.8 The Customer shall in rejecting the Product and making a claim under the terms of this Warranty comply with the requirements of clause 5 (Warranty claims).

4. EXCLUSIONS

This Warranty shall not apply, and Röchling shall not be liable to repair, replace or refund the price of the Product, if and to the extent that the Defect arises and/or is increased due to:

4.1 inappropriate handling and/or storage;

4.2 Inappropriate installation and/or use;

4.3 failure to comply with the Product Handling Instructions;

4.4.4 inappropriate machining and/or processing;

4.4.5 inappropriate cleaning and use of aggressive cleaning agents;

4.4.6 use of the Product other than for its intended purpose or generally unsuitable application;

4.4.7 fair wear and tear;

4.4.8 negligent handling, excessive stress, unsuitable operating materials, defective construction work, unsuitable building ground or as a result of special external influences which are not assumed;

4.4.9 inappropriate modifications or repair work.

5. LIMITATIONS OF LIABILITY

5.1 The entire liability of Röchling (including liability for the acts or omissions of its employees, agents and sub-contractors) under or in connection with this Warranty and/or the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 5.

5.2 Notwithstanding any other provision of this Warranty and/or the Agreement, the liability of Röchling shall not be limited in any way in respect of the following:

5.2.1 death or personal injury caused by its negligence;

5.2.2 fraud or fraudulent misrepresentation by Röchling,

5.2.3 liability that is mandatory by law, in particular under the statutory Product Liability Act/Directive ,
▪ or any other liability that may not be limited or excluded under applicable law.

5.3 Subject to clause 5.2, the Röchling's total aggregate liability in respect of all losses, claims, liabilities, costs, fines, penalties and damages of any nature whether reasonably foreseeable or avoidable and whether arising from contract, tort (including negligence) or otherwise under or in connection with this Warranty and the Agreement shall in no event exceed the aggregate of the price paid by the Customer to Röchling under the Agreement.

5.4 Subject to clause 5.2, Röchling shall not be liable for:

5.4.1 any indirect, special or consequential loss or damage;

5.4.2 loss of profit or revenue;

5.4.3 loss or corruption of data;

Note: This product information is for informational purposes only. No assurances, guarantees or warranties can be derived from it. All previous confirmations hereby lose their validity.

- 5.4.4 loss or damage to equipment;
- 5.4.5 loss of use;
- 5.4.6 loss of production;
- 5.4.7 loss of contract or commercial opportunity;
- 5.4.7 loss of savings, discount or rebate (whether actual or anticipated);
- 5.4.8 harm to reputation or loss of goodwill; and/or
- 5..10 wasted expenditure.

6. Warranty claims

6.1 To request a repair, replacement or refund under the terms of this Warranty, the following steps must be taken by the Customer:

- 6.1.1 Contacting the responsible sales employee(s) at Röchling
 - 6.1.2 Presentation of the purchase receipt or order confirmation number.
 - 6.1.3 Detailed description of the problem including, where possible, pictures
 - 6.1.4 Sample dispatch to Röchling, this in order to analyse and narrow down the Defect and its cause
 - 6.1.5 Detailed discussion with the responsible sales employee(s)
 - 6.1.6 Generally provide any information reasonably requested by Röchling.
- 6.2 Röchling's liability under the terms of this Warranty to repair, replace or refund the Product or otherwise shall not be due until the process set out in clause 6.1 has been completed and the Defect identified.

7. FURTHER INFORMATION

7.1 The General Terms and Conditions of Sale and Delivery (GTCS) of Röchling valid at the time of the conclusion of the original sale of the Product shall apply, see the actual at:
<https://www.roechling.com/terms-and-conditions>

7.2 This Warranty is governed by German substantive law (excluding the UN Convention on Contracts for the International Sale of Goods), the place of jurisdiction is Haren (Ems) / Germany.

7.3 The determination of the suitability of the Product for the specific application and location is the responsibility of the Customer.

7.4 The Sale and Supply of Goods to Consumers Regulations 2002 state that where a guarantor offers a guarantee in respect of goods sold or supplied to consumers, the supplier assumes the contractual obligation to comply with the conditions laid down in the guarantee. This Warranty does not affect any additional rights available to consumers under the laws applicable to the sale of consumer goods. It may be required by law that Röchling is given a reasonable opportunity to correct or remedy any defect before any claim may be brought against Röchling under The Sale and Supply of Goods to Consumers Regulations 2002.

This information was generated automatically and therefore does not require a signature.

Röchling Industrial SE & Co KG

Quality Management

Note: This product information is for informational purposes only. No assurances, guarantees or warranties can be derived from it. All previous confirmations hereby lose their validity.