

## WARRANTY

Project: [REDACTED]

Product: [REDACTED]

Customer: [REDACTED]

Hunter Douglas Construction Elements B.V. ("HDCE") hereby guarantees for a period of  
five (5) years

from the date of delivery:

1. That the Product manufactured by HDCE, for the above named Project at the specified site is free from manufacturing defects.
2. This Warranty excludes damage related to:
  - a. storage, handling or use of the Product other than in accordance with HDCE's Instructions and Specifications;
  - b. the incorrect completion of HDCE's Questionnaire, attached hereto as ANNEX 1;
  - c. a mechanical cause, including collision, structural changes in or collapse by settling or distortions of the building or adjoining surfaces;
  - d. unfavorable change of the atmospheric conditions normally prevailing at the Project site since date on which the order was accepted;
  - e. force majeure, which in addition to the circumstances in Art. 79 CISG (as defined below) includes fire, floods, standing water, explosions, earthquakes, vandalism, lightning, radiation, hail and wind in excess of 7 Bf; or
  - f. natural fading which does not adversely affects the overall appearance of the Product.
3. The Customer shall clean and maintain the Product at least once per year, or sooner whenever soot, dust, sand or any other material appears on the surface, with a non-aggressive detergent and in accordance with HDCE's Instructions and Specifications.
4. The Customer shall promptly give notice to HDCE of any circumstances giving rise to a claim under this Warranty by fax or registered mail to the following address:

Hunter Douglas Construction Elements B.V.  
Attn: General Manager  
Industriepark 17  
9351 PA LEEK  
The Netherlands  
Fax: +31 (0)594 51 78 51

The Customer shall assure that HDCE shall have unrestricted access to the site and the Product in order to make a determination of the remedial action required.

5. HDCE's liability under this Warranty shall be limited to the following:

HDCE shall at its sole option (i) repair or replace any faulty Product or (ii) refund the net sales price for any faulty Product (or in the case of a total sales price the relevant part thereof). The parties agree that HDCE shall not be liable for any costs relating to demounting, reinstalling or any scaffolding required for such repairs.

6. This Warranty shall be governed by United Nations Convention on Contracts for the International Sale of Goods ("CISG"). This Warranty is in lieu of (i) implied Warranties in Art. 35 (2) CISG and other applicable law; (ii) indirect damages or damages pursuant to Art. 74-77 CISG for

costs of de-mounting or reinstallation of Product. The remedies of self help (Art. 48(1) CISG) and price reduction (Art. 50 CISG) are excluded. The exclusions in this section shall not apply to claims based on personal injury or death within the meaning of the applicable national legislation implementing the European Product Liability Directive.

7. This Warranty shall not be assignable and shall be void if the Product is disassembled other than in accordance with this Warranty, or if (re-)installed at a different site.

HUNTER DOUGLAS CONSTRUCTION ELEMENTS B.V.

Agreed and accepted,

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Name : A.W. Lolkama  
Title : General Manager  
In : Leek  
Date : [REDACTED]

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Name : [REDACTED]  
Title : [REDACTED]  
In : [REDACTED]  
Date : [REDACTED]