

## MODEK POLYCARBONATE ROOF SHEETING

### Limited Warranty:

#### This limited warranty is subject to the following conditions:

1. This limited warranty applies exclusively to the Standard Modek Branded Polycarbonate Roof Sheeting (the sheet), manufactured by Ampa Group (Pty) Limited, installed and maintained according to Modek's installation and maintenance instructions, as advised by Ampa Group (Pty) Limited. In all cases, the surface bearing the UV protection must be the only side exposed to direct sunlight and the effects of the weather. The Protected UV surface is identified by the Ink Jet markings on the edge of the sheet.
2. Any warranty claim must be made within the warranty period, by specifying the claim in writing and submitting to Ampa Group (Pty) Limited the relevant supporting documentation. This will include but not be limited to, the original sales tax invoice containing the name and address of the purchaser, the date of purchase, the complete product name and the quantity purchased. At the request of Ampa Group (Pty) Limited, the claimant must allow the material to be inspected on site and/or return the sheet/s to Ampa Group (Pty) Limited, for testing and to allow identification of the production batch.
3. For the purpose of this warranty:
  - **Loss of impact strength** through weathering leading to hail breakage will be determined by subjecting a sample of the damaged sheet to a standard hail simulation test developed by **KRI-TNO, Delft, The Netherlands**. Acceptance of a claim under this warranty requires that this test (impact from artificial **hailstones of 15mm** (fifteen) in diameter with a **speed of 21 m/s** (twenty one)) causes holes in the weathered surface of the sheet.
  - **Yellowing** will be determined by subjecting a cleaned sheet sample to the **Yellowness Index Test ASTM E313**. Any claims for sheets displaying a change in **Yellowness Index of 10<** (ten or less), compared with their original value, will not be accepted. This will be measured against the Modek Master Sample.
  - **Loss of light transmission** will be determined by subjecting a cleaned sheet sample to the **Light Transmission Test ASTM D1003**. Any claims for sheets displaying a **loss of light transmission of 10%** (ten) or less, compared to their original value, will not be accepted. Different tests are used for GRP (Glass Reinforced Fibre) roof sheets.
4. Ampa Group (Pty) Limited reserves the right to investigate the cause of any failure of the sheet, and reserves the right to have testing performed by independent third parties.
5. If a claim under this limited warranty is justified and reasonable, Ampa Group (Pty) Limited will provide the purchaser with replacement material in accordance with the following schedule:
  - Up to 5 years from the date of purchase, replacement value of 100 % of the material.
  - Up to 6 years from the date of purchase, replacement value of 70 % of the material.
  - Up to 7 years from the date of purchase, replacement value of 55 % of the material.
  - Up to 8 years from the date of purchase, replacement value of 40 % of the material.
  - Up to 9 years from the date of purchase, replacement value of 25 % of the material.
  - Up to 10 years from the date of purchase, replacement value of 10 % of the material.

Ampa Group (Pty) Limited, at its discretion, will either replace the defective material (only those sheets that have disintegrated or where colour has faded), or refund (exclusive of all taxes) only the defective material. No other claims either direct or indirect will be entertained by Ampa Group (Pty) Limited, and Ampa Group (Pty) Limited will not be liable for any direct, indirect or consequential losses whatsoever suffered by the claimant or any third party.

6. **Exclusions** are as follows:

- Damage caused due to improper handling / installation / fixing.
- Damage caused by failure due to not carrying out regular cleaning and maintenance on the sheets, as per Modek's maintenance instructions, as advised by Ampa Group (Pty) Limited.
- Any failure caused by carrying out operations not in accordance with Modek's standard installation and specifications, as advised by Ampa Group (Pty) Limited.
- Failure or damage caused by the action of Chemicals or other incompatible products, such as but not limited to; Cement, PVC, Petrol, Diesel, Oil, Acids, Alkalis and the like.
- Damages caused by Natural Disasters and/or Force Majeure.
- Damages caused owing to the use of incompatible Silicone sealant, PVC Gaskets and/or any other incompatible products.
- Damages caused by abrasion, abuse and normal wear and tear due to use in extreme conditions/inclement weather.
  
- This warranty shall be applicable only on Modek UV Coated Profiled Standard Polycarbonate Roof Sheets, supplied by Ampa Group (Pty) Limited, assembled, installed and maintained in accordance with the standard installation specifications of Modek, as advised by Ampa Group (Pty) Limited.

7. Ampa Group (Pty) Limited reserves the right to inspect all sheets prior to, during and after installation. The claimant needs to notify Ampa Group (Pty) Limited immediately in the event that any defects are detected.

8. This limited warranty shall be governed by the laws of the Republic of South Africa.

9. Both Ampa Group (Pty) Limited and the claimant shall at all times be entitled to bring any action or proceeding in any competent court within the jurisdiction of the Republic of South Africa.

10. Ampa Group (Pty) Limited has the right to waive any of the provisions herein contained subject to Ampa Group (Pty) Limited communicating such waiver, in writing, to the claimant.

11. **Warranties and limitation of liability** is as follows:

All sheets supplied by Ampa Group (Pty) Limited, are supplied in accordance with Ampa Group's usual standard of quality. However, Ampa Group (Pty) Limited does not provide any warranty, whether express or implied, that the sheets supplied are suitable for the purpose for which they were purchased, or that the sheets will perform in accordance with the function for which they were designed. Ampa Group (Pty) Limited shall not be liable to the purchaser or any other party for any direct, indirect or consequential losses whatsoever, including any losses to the claimant arising from third party claims, standing time, loss of profit, penalties, replacement of material, removal of material, installation of material and the like.

12. This warranty will commence on the date of purchase of the material from Ampa Group (Pty) Limited.

13. Accompanying documents required with each claim from the claimant:

1. Original Tax Invoice from Ampa Group (Pty) Limited – Modek branded products
2. Signed Ampa Group (Pty) Limited – Modek branded products, Delivery Note/Proof of Delivery
3. Completed Warranty Claim Application issued by Ampa Group (Pty) Limited