

# 10 Year Limited Guarantee of Sattler Corp. for 745 POLYPLAN used for Permanent Textile Constructions

#### **Guarantee:**

Sattler Corp. guarantees that above mentioned PVC-coated textile/membrane (further referred to as the Product) designated by Sattler Corp. for awnings and signs fulfil the following properties:

- a. Compliance with specifications:
  - The Product is in accordance with Sattler Corp's published technical specifications and free from material defects in components and workmanship affecting performance and durability at the time of delivery and for the period of time and percentages hereinafter detailed.
- b. <u>Tensile strength:</u>
  - The Product will maintain at least 70% of its initial tensile strength according to EN ISO 1421 over a period of 10 years from date of invoice, provided that the Product has been designed and installed with an initial safety coefficient of minimum five. Tensile strength measurements will be performed in plain membrane panels, excluding areas where the Product could have been cut or damaged during the installation process or areas where the Product has not been under permanent tension.
- Flame retardance and water proofness:
   The Product shall remain flame-retardant and waterproof for a period of 10 years from date of invoice.

### **Scope of Replacement:**

During the guarantee period from date of invoice, Sattler Corp. agrees to provide to the extent and for the time period stated in the chart below a percentage of the fabric-costs to repair or - at Sattler Corp's sole option - to replace the Product which may prove defective or otherwise fail to perform as stated above under normal use, maintenance and service as specified below, not exceeding the original fabric sales price of Sattler Corp. to the original purchaser of the Product. The customer must pay the remaining portion of any such costs of repair or replacement of a defective product. Any liability for any loss of profits or revenue, loss of equipment or facility, cost of capital or any other special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the Product covered hereby, their design, use, any inability to use the same or any delay in the delivery of the same is excluded.

Defect occurring in	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	6 <sup>th</sup> year	7 <sup>th</sup> year	8 <sup>th</sup> year	9 <sup>th</sup> year	10 <sup>th</sup> year
Percentage of above mentioned costs assumed by Sattler Corp.	100%	80%	65%	50%	40%	30%	25%	20%	10%	5%



## **Effectiveness of Guarantee:**

- a. The cleaning and maintenance instructions for the Product by Sattler Corp. as detailed in Appendix I, which are the prerequisite to achieve the above mentioned performance of the Product, must be respected by the customer. The customer is required to record and keep proof of all cleaning and maintenance works and to make these available to Sattler Corp. upon request at any time.
- b. Failure to notify Sattler Corp. within 15 days following the discovery of any defect by registered mail shall render this guarantee null, void and of no legal effect with respect to that particular defect.
- c. Sattler Corp. has the right to inspect the damage on site before it is being repaired or removed. Denial to inspect the damage on site shall render this guarantee null, void and of no legal effect with respect to that particular defect.
- d. Sattler Corp. is entitled to take samples of the defective material. Denial to take samples shall render this guarantee null, void and of no legal effect with respect to that particular defect.
- e. This guarantee shall become effective only upon the customer purchasing, receiving and fully paying for a guaranteed Product.
- f. Defects in a part of the delivery do not justify a complaint claim for the total order.
- g. The membrane structures for which the Products are used have been designed and certified by a chartered engineer.
- h. Membranes or parts of membranes with defects resulting from improper transport, handling, storage, fabrication or from any other reasons must not be installed.

#### **Exclusions of Guarantee:**

- Damage caused by vandalism or mechanical actions, such as improper handling or storage, misuse, neglect, falling objects, explosions, abusive machinery or equipment
- Damage caused by unauthorized modifications and repairs on the Product
- Damage due to use in architectural structures not in accordance with accepted engineering standards
- Mechanical overstress due to incorrect structural analysis. In case of damage, the customer
  must provide proof of structural analysis, that the mechanical stress in the structure does not
  exceed the confirmed values as stated in the technical data sheet of the Products at any time.
- Diminution of the usability due to faulty installation, wrong pre-tensioning or faulty production of relevant construction parts
- Damage due to inexpert execution of welding seams and other joining techniques on the Product supplied
- Damage resulting from inexpert or repeated mounting and dismounting as well as from improper storage of the textile constructions
- Damage due to severe weather conditions, including strong winds, natural disasters, accidents and uncontrollable events
- Damage due to high atmospheric pollution
- Harmful effects due to soiling, chemicals, detergents, solvents or similar substances
- Damage due to aggressive cleaning using solvents, bleaching agents or improper detergents and mechanical damages due to improper high-pressure cleaning or scratching/abrasive devices
- Deactivation of the biocide finish due to sulphuric substances (i.e. kerosene)
- Damage due to microbial attacks and changes of the coating resulting from it, favored by external influences or the formation of condensate because of insufficient air circulation
- Damage due to microbial attacks and changes of the coating resulting from vapor and greasy residues, especially but not exclusively exhaust air from kitchens.



- Change of light permeability and sensitivity to soiling
- · Local staining which does not generate an overall and uniform color change
- Impairment due to normal wear
- Decrease of the Products' resistances in the course of time and in the framework of the diminution factor customary in trade
- Any modifications of the Product following the delivery, such as printing or adding of additional parts or fabrics to the Product.
- Deviations in quantity of up to 4% caused by production, rejects that are customary in the industry (up to 3% for sheets) and quality tolerances that are unavoidable according to the state of the art. Quality tolerances that are unavoidable according to the state of the art shall be deemed in line with the contract and no defect
- Minor fitting irregularities and/or slight wrinkling that are in line with shrinkage or expansion
  of the material when exposed to heat, cold or humidity, as well as sporadic deviations in the
  fabric structure (i.e. knots) which can be seen when held against light, and coating batches
  showing minor deviations in color and/or translucency and discolorations



# Appendix I

# Cleaning and Maintenance Instructions for PVC-coated Architectural Membranes & Textiles Purchased from Sattler Corp.

### **General**

Membranes for textile architecture are composites of a base fabric made of high-tenacity polyester yarns and a specialised soft-PVC coating on both sides. The chemical matrix of the coating and the construction of the membrane are customized to the requirements in textile architecture.

The membranes have a highly qualitative surface treatment on both sides to optimize the dirt-repellence and resistance to environmental impacts. Despite this fact, environmental influences may lead to dirt accumulation on the membrane's surface. The following cleaning and maintenance instruction aims to maintain the visual appearance and technical properties for the service-life of the membrane.

# **Cleaning and Maintenance Instructions**

The cleaning process should be done top-down. Do not clean under direct sun exposure – the non-solvent based cleaning substance could dry and cause stains. Ensure that the non-solvent based cleaning substance is suitable for cleaning PVC-coated and lacquered textiles. NEVER USE SOLVENT BASED CLEANING SUBSTANCES OR BLEACHING AGENTS!

Apply the non-solvent based cleaning substance according to the instructions of the cleaning substance supplier in the required concentration depending on the degree of soiling. A sponge or soft brush can be used to apply the cleaning substance. Before using a brush, make sure that the stiffness of the brush does not damage the membrane's surface. Test the brush on a non-visible part of the construction. Should the brush scratch or damage the surface of the membrane even only slightly, it is imperative to replace it by a softer one or a sponge.

The applied non-solvent based cleaning substance (see instructions of supplier) should have time to react on the membrane for about 5-10 minutes before rinsing it together with the dissolved dirt with cold or lukewarm water.

High-pressure cleaners can be used to remove the non-solvent based cleaning substance and dissolved dirt. It is however imperative to choose a water jet pressure and jet nozzle distance in a way that the surface of the membrane will not be damaged mechanically.

If not all dirt can be removed in the first process, repeat the procedure.

# <u>Cleaning Intervals for Membranes used in Permanent Textile Architecture</u>

Regular inspection- and cleaning-intervals ensure that dirt will not accumulate excessively. Excessive deposit of dirt on the surface of a membrane over a longer period of time in combination with high temperatures may become difficult to be cleaned. In order to retain the visual and technical

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performance of the membrane during the normal service-life and beyond, the customer/user is therefore required to regularly inspect the degree of soiling of the membrane's surface.

The frequency of inspection and cleaning intervals largely depends on local climatic- and environmental conditions. Therefore, the here-mentioned inspection intervals are minimum recommendations. Notwithstanding below mentioned intervals, extra inspections and, if necessary, cleaning is compulsory after exceptional weather phenomena (i.e. sand-storms, storms, snow-load), during times of intense air pollution (smog) or after the use of fire-works. Especially sulfuric residues, originating from fire-works, industrial- or traffic-emissions can have a negative impact on the durability of a membrane and therefore may necessitate more frequent cleaning.

climate	min. inspection interval	min. cleaning interval
moderate	every 6 months &	every 12 months &
cold	after exceptional incidences	after exceptional incidences
desert	over 2 months 9	avery 6 months 9
tropic	every 3 months & after exceptional incidences	every 6 months &
subtropic	arter exceptional incidences	after exceptional incidences

Keeping proof of regular inspections and cleaning is a guarantee prerequisite!