

Royale Touche XCL Exterior Grade Limited Warranty

1) **Product Description.** Royale Touche XCL

Exterior Grade Panels for Vertical applications and, if previously approved by Royale Touche XCL in writing, other types of applications (the “Product” or the Panels). The Panels are self-supporting exterior grade phenolic panels with decorative surfaces that are suitable for exteriors. The Product complies with standard EN 438:2005 Part

6. The Product is used to clad facades, balconies, canopies and can be used for exterior signage. For clarification, this warranty covers only the Panels and no other materials or components.

2) **10 Year Limited Warranty.** Royale Touche XCL warrants to the original purchaser of the Product, from the Royale Touche XCL invoice date for a period of 10 years thereafter, that the Panels will not significantly fade, lose or change color (as more particularly described below) or delaminate due to defects in materials or manufacture, when used for its indent purpose, properly installed, and maintained according to Royal Touché XCL instructions.

Assessment of eventual significant fade, color change or loss, will be performed assessing the contrast between the test specimen and the control specimen (kept in dark conditions and unexposed), in terms of a grade on the grey scale as defined in ISO 105-A02:1993. “Significant fading” shall mean a deviation rating of more than two (2) grades from the original color. Please note that fading and color change may not be uniform if the Panels are not equally exposed to the sun and weathering. This warranty does not cover non-uniform fading and color loss. Under no circumstances will this warranty apply to or cover any items in the Royale Touche basic collections.

3) **Warranty Claims.** In the event of a warranty claim after installation of the Panels, and during the warranty period, the original customer shall notify Royale Touche XCL in writing of the nature of the alleged defect or non-conformity. Photographs must accompany this notice, as well as proof of purchase (i.e., the original invoice) indicating the

purchase date and the identity of the installer. Upon Royale Touche XCL receipt of the written notice, Royale Touche XCL will be given a reasonable time to inspect the alleged/non-conforming Product. As part of the inspection, the customer will provide all maintenance and care records for the Panels from the date of purchase. In no circumstance the claim will exceed the actual cost of the Panel.

In the “Warranty Conditions” section, it describes the requirement that the customer inspect the Panel upon delivery for any apparent visual defects. If at the time of delivery of the Panel to the customer, a Panel(s) is alleged to be patently defective in one (1) or more areas or are otherwise deemed to be non-conforming, the customer shall,

(a) within seven (7) days from the date of delivery or (b) in the event that the defect is not of a type that was discoverable prior to installation, then within seven (7) days of the date that such defect was subject to discovery, notify Royale Touche XCL in writing of the alleged defect or nonconformity. Photographs must accompany this notice, as well as proof of purchase (i.e., the original invoice) indicating the purchase date. Upon Royale Touche XCL’s receipt of the written notification, Royale

Touche XCL will have a reasonable amount of time to inspect the allegedly defective and/or nonconforming Panels. If Royale Touche XCL determines the Panels are defective and /or nonconforming, Royale Touche XCL will prioritize the replacement of the determined defective and /or nonconforming Panels.

CROWN DECOR PVT LTD

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Factory : 419/1, Radhe Industrial Estate, Tajpur Road, Village Sanand, Dist., Ahmedabad-382213, India

4) **Limitations.** This warranty expressly excludes:

- Any damages resulting from the wars, terrorist acts, and force majeure events, including, without limitation, lightning, hurricane, tornado, windstorm, earthquake, animals/birds/insects, air pollution, fire, falling objects, or vandalism.
- Damage resulting from direct exposure to atmospheric agents and the failure to provide proper ventilation and drainage on the back of the Panels.
- Liability for the substructure, statics, assembly or any additional components.
- Damages from defects in other materials.
- Damages resulting from the customer's failure to maintain the Panels in accordance with the Royale Touche XCL guidelines and recommendations at the time of purchase.
- Damage from shipping and handling.
- Damages from misuse or abuse.
- Damage from settlement or any other structural changes or failures of structures.
- Damages resulting from negligent or intentional acts.
- Damages from fumes or vapors.
- Damages from harmful chemical (including, without limitation, harmful cleaning compounds and pesticides).
- Color changes due to normal weathering (normal ageing is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, gloss changes, chalk, or become soiled or stained. Exposure to the elements will cause gradual, uniform change over time. The degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which Royale Touche XCL has no control.)

- Distortion and/or warping from exposure to excessive heat source regardless if they are direct (grills or any other source of open flame) or indirect/reflective heat sources (glass, pools, asphalt, etc.).
- Any other causes beyond Royale Touche XCL's reasonable control.

5) **Modification or Discontinuation of Products.**

Royale Touche XCL reserves the right to modify or discontinue any design or color of any of its products at any time and without notice or liability. If, for any reason, products of the type originally installed are no longer available from Royale Touché XCL at the time that a warranty claim is made, Royle Touche XCL may substitute another product determined by Royae Touche XCL to be of comparable quality and price. Due to normal weathering, replacement products may differ from products originally installed. Royale Touche XCL will, at its sole discretion, repair, replace or provide materials to refinish the material to the original owner, in accordance with the terms and conditions of this warranty.

6) **Disclaimer.** The statements in this warranty constitute the only warranty extended by Royale touché XCL for the Panels. ROYALE TOUCHE XCL DISCAIMES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY WILL BE MADE ON BEHALF OF ROYALE TOUCHE XCL OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PANELS OR THEIR INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR.

7) **Exclusion of Incidental and Consequential Damages.** We exclude and are not responsible for any consequential or incidental damages arising out of any breach of this express warranty. Or any other oral, written or implied warranty that may apply to your purchase, whether resulting from non-delivery or from the use, misuse or inability to use the Panels or from defects in the Panels.

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- 8) **Settlement of Claim.** Any refund, repair or replacement by Royale Touche XCL shall constitute a full settlement and release of all claims by any purchaser for damages or other relief, and shall be a complete bar to any litigation filed subsequently to any such refund, repair or replacement.
- 9) **Governing Law.** Any dispute whatsoever or any legal matter is subject to Ahmadabad Jurisdiction only.
- 10) Warranty on the Panel will be applicable only from the date of receipt of full and final payment and the details required by the Company.

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