

Non-Fire Retardant Shrink Wrap 7-12 MIL Warranty

Our films are manufactured with state-of-the-art multi-layer equipment and are submitted to rigorous quality controls to ensure that products manufactured by Shanghai Hitec Plastics Co. Ltd. (the "Manufacturer") conform to the intended specifications.

1. LIFETIME WARRANTY

Manufacturer guarantees its products against UV-degradation as follows:

TYPE OF FILM: PE6311

THICKNESS (mil): 7-12

AREA OF USE: Vancouver, Canada

MONTHS: 24 ("Guaranteed Term")

If failure due to UV-degradation (as defined below) or physical/mechanical defect of the film occurs before the Guaranteed Term:

- In case Actual Life of the film (as defined below) is less than four months, Manufacturer shall replace the failed products at no charge and with the same delivery and warranty terms as the failed products; while
- In case Actual Life of the film (as defined below) is more than four months, Manufacturer shall provide to the Buyer a discount on the purchase price for replacement of the failed products or, at his option, a rebate equal to that discount, using the following formula:

$$\text{Discount \%} = (\text{Guaranteed Term} - \text{Actual Life}) / \text{Guaranteed Term} \times 100.$$

Actual Life shall begin on the date the Distributor issued his invoice to the Third Party Buyer (defined below) buying the failed product from the Distributor (the "Distributor's Invoice") and shall end on the date the failure has occurred; provided, however, Actual Life shall not begin any later than six months from the manufacturing date, as established by the Manufacturer. Six months from the manufacturing date shall be deemed the beginning of Actual Life (i) if the date on the Distributor's Invoice is later than six months from the production date or (ii) if the Distributor or the Third Party Buyer are unable for any reason to produce the Distributor's Invoice.

CONDITIONS & EXCLUSIONS

- A product is deemed UV-degraded when UV degradation causes its tensile strength at break at point of failure to fall below 12 N/mm² (according to ASTM D882).
- Failure due to damage caused by (but no limited to) puncture, tear, wear, contact with plants, steel or copper clamps, sharp points, rust or resin exudation from the structure, wood treatment chemicals, PVC parts, strong wind, storm, hail or other extreme weather conditions, improper handling, storage or installation, are excluded from this warranty.
- UV-degradation due to the effect of pesticides, insecticides, fumigants, lime or sulfur (as shown by the presence of more than 700 ppm of Sulfur or 150 ppm of Cl+Br in the film) are excluded from this warranty.

2. IMPORTANT CONDITIONS APPLYING TO ALL PRODUCTS COVERED BY THIS LIMITED WARRANTY

- For the warranty to be valid, every party that has possession of the subject products must properly transport, store, install, use and maintain the subject products in accordance with reasonable care, industry standards and Manufacturer's Instructions of Installation and Use.
- Manufacturer's responsibility is strictly limited to the value of the subject product according to the discount schemes outlined above. Manufacturer assumes no risk or liability for any special, consequential, incidental, or indirect damages, including (but not limited to) loss of profit, damages to crops, cost of substitute materials or labor costs.
- In case of any failure of the subject products, the user of the subject products shall take all steps to minimize any damage arising from such failure and shall notify Manufacturer within five days of such failure. Failure to do so shall invalidate this warranty.
- The user of the subject products shall verify that the subject product being used is intended for such use. Failure to do so or failure to use the subject product for its intended application shall invalidate this warranty.
- Distributor is aware that performance of this warranty shall occur in Shanghai, People's Republic of China. The warranty shall be governed by, and construed in accordance with, the laws of the People's Republic of China. Distributor is aware that disputes arising under the warranty shall be submitted to the people's court located in the place where the Manufacturer has his domicile.
- Distributor is aware that if Distributor sells the products to another party (the "Third Party Buyer"), Distributor is obligated to notify the Third Party Buyer of all terms and conditions of the warranty corresponding to the product sold to the Third Party Buyer.
- Distributor acknowledges that it has received and is aware of the product instructions and other product information, including (but not limited to) the product warranty and storage and transportation instructions and that it is aware that the improper use of the product may cause property damage. Distributor also acknowledges that it shall pass on all such information to each Third Party Buyer at the time of purchase.

Notwithstanding anything to the contrary above, the following procedure for submitting a claim must be followed otherwise the warranty shall be invalidated.

- A sample of at least 0.5 m2 from the subject product must be received by the Manufacturer within five days of the user of the products notifying the Manufacturer of the failure. The party submitting the claim must ask the Manufacturer for an information card which the user must properly fill in and send with the sample.
- The Manufacturer and/or his representative shall have the right to inspect the site where the subject product was used and the subject product.
- If the field inspection or the Manufacturer's analysis of the subject product reveals that the failure is due to the quality of the subject product, the above warranty shall apply.
- If the field inspection or the Manufacturer's analysis reveals that the subject product failed for reasons other than the quality of the subject product or if failure was largely due to reasons other than the quality of the subject products, the above warranty shall not apply. In case of doubt by the Buyer of Manufacturer's conclusion, the parties may agree to submit the subject product to an independent laboratory of mutual acceptance by the user and the Manufacturer that will carry out the necessary tests and provide its opinion on the cause of failure. Such opinion shall be final and accepted by all parties. The cost of the tests will be covered by the party whose opinion has been rejected by the independent laboratory.