

## Fire-Resistant Glass Guarantee for Pilkington **Pyrostop**<sup>®</sup> and Pilkington **Pyrodur**<sup>®</sup>

Pilkington Deutschland AG ("PDAG") guarantees for all deliveries from 1 August 2018 for a period of 10 years from the date of delivery of its cut-size, fire-resistant glass from the place of manufacture to the first acquiring end customer that the circumferentially framed fire-resistant glass in the Pilkington **Pyrostop**<sup>®</sup> and Pilkington **Pyrodur**<sup>®</sup> product lines will not be impaired by clouding of the fire-resistant layers, by which clouding means a considerable change in transparency, which is noticeable by considerably less clarity through the panes.

This fire-resistant glass guarantee is not valid for optical properties due to (i) microbubbles in the glass surface or the fire-resistant layer, (ii) damage from damp and associated optical changes from the side edge outwards, (iii) distortions which can occur in certain positions on the fire-resistant glass but do not impair the primary fire-protection functions and the transparency of the fire-resistant glazing, and (iv) clouding after foaming up of the fire-resistant layer caused by the effects of heat.

In guarantee cases PDAG shall supply free of charge a natural replacement or a replacement equivalent to the state of the art technology at the time of the claim for the defective fire-resistant glazing units. Further claims are excluded. Rights ensuing from statutory or contractual rules are not affected or restricted by this guarantee.

This fire-resistant glass guarantee is only valid if PDAG's glazing guidelines for Pilkington **Pyrostop**<sup>®</sup> and Pilkington **Pyrodur**<sup>®</sup> fire-resistant glass and the installation instructions contained therein have been fully complied with. No adaptations or other changes to the fire-resistant glass may be made to the fire-resistant glass after delivery from the place of manufacture and the laminated glass must not be damaged. In particular, the tape protecting the edges of the fire-resistant glass may not under any circumstances have been removed. PDAG's glazing guidelines for fire-resistant glass is available free of charge on request.

All guarantee claims must be addressed in writing to PDAG by the authorised claimant along with the invoice for the product which is the subject of the claim within 30 days of discovering the fault. The contact address is:

**Pilkington Deutschland AG**  
**Customer Service Brandschutzglas**  
**Haydnstraße 19**  
**45884 Gelsenkirchen**  
**Germany**

The time limit for guarantee claims made against PDAG fire-resistant glass begins on discovery of the fault within the ten-year guarantee period and ends six months thereafter.

PDAG reserves the right to charge a processing fee to the amount of €100.00, if after inspection it is found that there is no case to claim against the guarantee.

This fire-resistant glass guarantee is subject exclusively to German law and excludes the United Nations Convention on Contracts for the Sale of International Goods (CISG) of 11 April 1980. The place of jurisdiction for any disputes ensuing from or in connection with this fire-resistant glass guarantee shall be Gelsenkirchen (Germany).

Should individual provisions of the terms and conditions of this guarantee be or become invalid or void, in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or void provisions shall be replaced by rules which are valid and approximate in economic purpose and which would have been regulated had the invalid or void provision been considered. This shall also apply to contractual gaps.