

Five Year Warranty

The solar protection fabrics in the Helioscreen collection, made of coated fiberglass yarns, are covered by a warranty of five years.

This warranty can be applied only under normal conditions of use and care of the fabrics as described in the technical specifications and according to the maintenance advice of Helioscreen in its Fabrics Guide.

Terms of application

The warranty is subject to full payment of the invoice and comes into effect on the date of purchase of the fabric;

it covers:

- Breaking strength: equal to at least 70% of its original value according to standard ISO 13934-1 (1999).
- The fire resistance classifications specified in the Fabrics Guide.
- Uniform fading due to ultraviolet radiation.
- Colour fastness to light: all colours of Helioscreen fabrics (except white, for which colour fastness is not guaranteed) have a value of 7-8 on a scale of 1 to 8 according to the standard ISO 105 B02 (1994).

Under this warranty, Helioscreen undertakes to replace free of charge the panels of fabric accepted as defective, after inspection and agreement by its quality department. For this purpose, the panels of fabric must be made available to Helioscreen. In case of replacement, the duration of the warranty is not extended and is still effective as from the date of purchase.

All claims must be submitted with the invoice of the fabric purchased and sent, within 30 days after the defect has been noticed, by registered letter to:

HELIOSCREEN NV
Fabrics after sales service
Dijkstraat 26
9160 Lokeren – België

The warranty does not cover defects or deterioration due to the following reasons:

- Transport or storage conditions
- Poor preparation or making up
- Improper mechanisms for use of the fabric
- Improper installation of the mechanism or systems
- Normal wear and tear or ageing of the fabric
- Accidents, bad weather or neglect for which Helioscreen cannot be held liable: high winds, atmospheric pollution, accidental discharges.

Furthermore, the warranty does not cover the costs of labour, dismantling, reassembly and transport.

General Conditions of Sale:

1. General

Unless otherwise expressly agreed in writing by Helioscreen, a division of Hunter Douglas Belgium nv, hereinafter referred to as Helioscreen, only the General Conditions shown below shall apply to the sale and, where applicable, the installation of Helioscreen goods even where the Customer's conditions of purchase provide otherwise. Sales and commitments entered into orally by Helioscreen's representatives shall only be binding following confirmation in writing by Helioscreen.

2. Offers

All Helioscreen offers are made without obligation. Price estimates only refer to the goods and work as described. Prices are calculated on the basis of wage levels and material costs on the date of the offer. Any change in numbers and specifications may automatically result in a revision of the price payable. Value Added Tax (VAT) shall be borne by the Customer. Offers shall remain open for a period of one month unless otherwise stipulated in the offer.

3. Confirmation of Order

Confirmation of acceptance of an order shall, in all cases, be subject to acceptance by Helioscreen's credit insurance company. Orders confirmed by Helioscreen cannot be cancelled other than with the written agreement of Helioscreen who hereby reserve the right to claim damages.

4. Delivery Time

The delivery time shown is for information purposes only and cannot be considered as binding. Any delays in deliveries shall not therefore give the Customer a right to damages nor to cancel the order. The time to delivery shall begin to run on receipt of the information required to fulfill the order and following receipt of the down payment, where this is required. Circumstances preventing the order being fulfilled such as war, mobilization of troops, strikes, lockouts, civil unrest, epidemics, fire, explosions and any other Act of God or influence beyond Helioscreen's control shall relieve Helioscreen of its duty to comply with the terms and conditions of the order.

5. Packing and Transport

All Helioscreen goods shall be packed in plastic, paper or cardboard. This packaging material shall not be charged for except in the case of orders of a value of less than 250.-EUR. Special packaging materials such as wooden boxes or crates or sea proof packaging etc. shall be charged for as an extra and such packaging shall be non-returnable. The goods shall be transported at the cost and for the account of the Customer even when the means of transport is the property of Helioscreen or when the goods are supplied under exceptional circumstances free destination.

6. Acceptance

The dispatch of the invoices shall be deemed to be a request for acceptance of delivered and/or installed goods. Return deliveries shall not be accepted unless preceding written agreement by Helioscreen.

7. Guarantee

Unless otherwise specified in the specific conditions of sale all Helioscreen goods are guaranteed for a period of two years against hidden defects. This guarantee shall be limited to the supply of replacement goods ex-factory, or to repair or replacement on site where installation was carried out by Helioscreen. All further liability is expressly excluded, especially claims or liability for break-down or other work of any type whatsoever. No claim may be made under the terms of this guarantee where the Customer has not complied with the payment conditions or has mistreated the goods or has used them in an incompetent manner. No retention of sums due in payment of Helioscreen invoices during the guarantee period shall be accepted.

8. Liability

Helioscreen is only liable for damage that is the direct and exclusive consequence of intent or gross negligence of Helioscreen and to the extent that it has been properly notified in writing of its default by Customer, and Helioscreen has been given a reasonable period of time to provide repair or replacement. Helioscreen does not accept in any case whatsoever liability for trading loss or other indirect damage within the broadest sense of that term incurred by Customer, including consequential loss, loss of profits and cost

savings, regardless of cause. The total liability of Helioscreen does not exceed in any case whatsoever compensation of the damage up to an amount equal to 20% of the price excluding VAT stipulated for the agreement concerned.

9. Payment conditions

All Helioscreen accounts are payable in cash, net with no discount being given, unless otherwise stipulated in our offers. The Customer shall not be entitled to withhold payment of part of the sum due as a surety. In the event of failure to make payment by the date due, Helioscreen shall retain the right to increase the sum due by 15% as payment for administrative and reminder expenses without giving notice. In addition, interest at a rate of 7% per annum may be claimed, or at a rate calculated at Belgian National Bank base rate plus 2% The goods supplied shall remain the sole property of Helioscreen until all invoices have been paid in full. Should the goods be sold by the Customer to a third party then Helioscreen has two options: or she claims from the Customer the amounts she has a right to, or the Customer transfers his receivables to Helioscreen, or a combination of both options. All accounts are payable in euro in Lokeren.

10. Confidential information

Helioscreen, as well as Customer warrant that all information, which is exchanged between parties within the framework of the agreement concluded between parties, is of a confidential nature and shall remain secret. Information is regarded in any case confidential if this information has been designated as such by one of the parties.

11. Intellectual/industrial property

Customer may not remove, alter or conceal any designations concerning trademarks, trade names or other rights of intellectual and/or industrial property from or of the things delivered by Helioscreen. All rights of intellectual or industrial property on things delivered to Customer by Helioscreen, including drawings, descriptions, advertising matter etc., remain at all times the property of Helioscreen and may not be reproduced, published or released in any other way to third parties without the express written consent of Helioscreen.

12. Jurisdiction and Competent Courts

Contracts shall be concluded and performed in accordance with the provisions of Belgian Law and commercial practice. In the event of any dispute the courts of the district where the registered office of Helioscreen is situated shall have sole jurisdiction.

SPECIFIC CONDITIONS OF SALES

1. Rolls of fabric and tailor made covers shall in all cases be sold ex works. Goods shall be deemed to have been accepted unless a complaint is drawn to Helioscreen's attention. In order to be considered valid, complaints shall be filed in writing. A complaint concerning tailor made covers shall only be considered valid if it reaches Helioscreen within 10 days after delivery of the goods; for fabric in rolls this has to be within 6 months after delivery. Complaints concerning fabrics will only be taken into consideration if the Customer identifies the fabric by quoting the roll number shown on the individual roll cards. Complaints concerning rolls of fabric which have been used in whole or in part cannot be taken into account. For tailor made covers the complaint always has to refer to the invoice and/or order in question.

2. Helioscreen fabric complies with the characteristics stated in the technical specifications of the fabrics catalogue. On request these specifications can be sent. Unless otherwise specified Helioscreen fabric is always supplied in rolls of nominally 50m in length, however the calculation is based on the actual fabric length, provided that the tolerance on the roll length amounts to 10%, but not more than 5% on the by the Customer overall ordered length, unless by mutual consent another agreement was made. The colour card is only an indication of the available colours in the collection and shall not be interpreted as a binding document. Minor differences in colours between fabrics, produced with yarns of different batches, are inevitable, and shall not be subject to complaints.