

FRÄNKISCHE develops and manufactures technically superior plastic corrugated pipe systems. With many years of experience FRÄNKISCHE combines expertise and ambition for intelligent future innovations, which makes us the ideal partner for complex and technically challenging tasks.

FRÄNKISCHE hereby grants to the entitled parties the following rights for the products listed below

**alpex-plus<sup>®</sup> alpex-duo<sup>®</sup> alpex-duo<sup>®</sup> XS alpex L**  
**alpex-therm<sup>®</sup> XS turatec<sup>®</sup> ff-therm<sup>®</sup>**  
**profitherm<sup>®</sup> fripex-san<sup>®</sup>**

for the duration of  
**ten (10) years**

#### Who is entitled to present a claim ?

Only those contractors who have installed the above products as final sellers and who own and operate a registered and certified business are entitled to present a claim ("Entitled Party"); provided, however, that the installation was done under a valid contract, that the products were properly installed, per our handbooks and instruction manuals, and used for their intended purpose taking into consideration legal and project related provisions. The Entitled Party must furnish proof that the above requirements have been fulfilled.

#### When can rights be exercised?

FRÄNKISCHE hereby grants the below rights; provided, however, that the products are proven to be defective and that the product defect is exclusively due to a FRÄNKISCHE manufacturing defect – error in product manufacture or assembly – or a design defect (hereinafter referred to as "Defect"). This applies to the above product whether used alone or in combination with other FRÄNKISCHE products.

#### When does the claims period expire?

Rights may be exercised by the Entitled Party within ten (10) years from the original purchase date. The Entitled Party must retain the dated sales receipt as evidence of the date of purchase and must furnish proof to FRÄNKISCHE upon request.

#### What must be taken into consideration?

FRÄNKISCHE must be notified immediately in writing regarding any defects. Defects and damage must be listed and described in detail.

#### What obligations will FRÄNKISCHE assume?

FRÄNKISCHE will ship replacement products free of charge (packaging and shipping included; transport insurance not included). Furthermore, FRÄNKISCHE will reimburse any actual costs accrued by repairing the defect or by installing the replacement of the product; provided, however, that FRÄNKISCHE approved these measures in writing be-

fore any work was commenced. FRÄNKISCHE reserves the right to repair the defect itself or have a third party repair the defect, if this can be reasonably expected of the Entitled Party. If the Defect has caused direct damage to property and if the Entitled Party is held liable for the property damage by a third party, who owns this property, justifiably and not time-barred, or if the Entitled Party owns this property, FRÄNKISCHE will also compensate for the actual direct damage and the costs based on the replacement value. Property damage and fictitious costs or fictitious damage of the Entitled Party or of the third party will not be replaced. Entitled Party must furnish proof of all costs and/or about the damage. It is necessary to submit original receipts.

#### What is the maximum claim amount?

FRÄNKISCHE has procured product liability insurance from or placed product liability insurance with a renowned German insurance company. Claims shall be limited to an amount not to exceed

**EUR 5,200,000.00**

for each claimant, including the total number of all claims presented to FRÄNKISCHE (also by third parties) resulting from this manufacturing defect – error in product manufacture or assembly – or design defect.

#### Please note

This Certificate does neither establish a warranty right under a purchase or service contract nor do we warrant or make any representation regarding appearance and workmanship and durability or any warranty whatsoever.

Other mandatory legal requirements and the rights of any member of any respective association shall remain unaffected by this Certificate.

This Certificate shall be exclusively governed by the laws of the Federal Republic of Germany. Exclusive jurisdiction and venue for all matters relating to this Certificate shall be in courts located in Hassfurt, Germany.

Last modified: November 2008