

TEN YEAR LIMITED WARRANTY FOR ANTI-FOG SHEETS

1. Scope of Warranty

POLYGAL hereby warrants that for a period of ten years from the date of original purchase, Anti-Fog sheets (hereinafter: the "Product") shall retain their anti-fog quality over the surface, according to the wetting angle measurement of drops of water. Wetting angle should be smaller than 45 degrees according to ASTM D5725 - 95.

2. Storage and Installation of Product

The Product is usually delivered with the underside covered with a protective film. Before installation, the Product must not be exposed to direct sunlight and must be kept clean.

The Product must be installed together with the protective film, which is to be removed only after installation has been completed.

During installation, the Product must not be dragged across any surfaces and is to be moved by lifting only.

The Product must not be rubbed or scratched or otherwise touched in any way whatsoever.

The Product must not at any time come into contact with oil or oily objects.

3. Maintenance

The internal side of the Product must not be washed at high pressure or sprayed.

Any use of a component or material not specifically authorized by POLYGAL must receive POLYGAL's prior approval.

4. Warranty Claim

In case of Product failure, (failure shall mean a wetting angle above 45° according to ASTM-D5725-95). POLYGAL must be notified in writing within thirty days from detection of the failure.

POLYGAL reserves the right to send a representative to the customer's site to inspect conditions of use of the Product. The customer will make all the necessary arrangements to allow POLYGAL's representative to perform the inspection.

Tests to determine the anti-fog quality of the Product will be conducted at POLYGAL's laboratory.

In the event that POLYGAL finds the customer's claim to be

justified, POLYGAL will, at its discretion, supply/renew the Anti-Fog coating using appropriate materials, upon the request of the purchaser, not later than 10 years after the original purchase of the sheets.

5. Warranty Limitations

This warranty shall be void and without effect if the Product has not been installed or maintained in strict accordance with the instructions listed above.

POLYGAL's liability under this warranty shall in no event exceed the sales price of the Product to the initial purchaser and POLYGAL shall have no liability whatsoever for the cost of removal of defective Product or the installation of replacement products and shall not be liable for incidental or consequential loss of whatsoever nature and howsoever arising, including, but not limited to, loss of other property or equipment, loss of profits or revenue and claims of customers of the initial purchaser.

The warranties herein made to the initial purchaser are personal to him and no warranty of any kind, whether expressed or implied, shall pass through the initial purchaser to another person.

THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO THE PRODUCT AND IS IN LIEU OF ANY STATUTORY, EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED.

Every warranty claim must be notified in writing to POLYGAL or its accredited agent within the warranty period and immediately after occurrence of the defect, enclosing the sales receipt and warranty.

The claimant must certify that the conditions above have been fulfilled and must allow inspection at the installation site.

6. Jurisdiction

The laws of the State of Israel shall govern the rights and duties of the parties under this warranty. Exclusive venue for any legal proceeding involving this warranty or any matter contained herein shall be Tel Aviv, Israel.

