

# translucent building elements

PC 29330 XL

PC 2930 X

## delivery program

Stand 04/2010

# General Terms and Conditions

## 1. Area of Applicability

Deliveries, services and offers by the supplier shall take place subject only to these general terms and conditions. Agreements or business terms and conditions of the customer which deviate from the following terms and conditions shall - to the extent they conflict with the following terms and conditions- require the express written consent of the supplier in order to become effective. The general terms and conditions of the supplier shall become an integral part of the contract between the supplier and the customer at the latest with the acceptance of the delivery.

## 2. Contract

2.1 Unless otherwise agreed in writing, offers by the supplier are made without obligation. The business terms and conditions of the customer become effective only if confirmed in writing by the supplier.

2.2 The acceptance of an offer made by the supplier has to be given in writing to become effective. Orders of the customer become only effective after having been accepted by the supplier in writing.

2.3 Orders of the customer will be accepted subject to the provision that the volume of the respective order does not exceed the credit limit which the credit insurance of the supplier has granted to the customer also taking into account any invoices of the supplier unpaid by the customer.

## 3. Prices

3.1 The price applicable on the day of delivery is deemed to be the agreed price. All prices are net prices plus the taxes to be shown separately in the invoices. Price lists given to the customer are deemed to represent the subject matter of the contract unless they conflict with these general terms and conditions or separate agreements. The prices are understood ex supplier's delivery stores.

3.2 The supplier has the right to raise the prices reasonably if the period of time between entering into an agreement and the delivery was at least four months or if after the conclusion of the contract there was an increase in the cost price for raw materials, other materials and supplies, in wages and salaries and other costs to be borne by the supplier. The customer has to take over all new or increased taxes, customs duties, fees and other charges which are caused by legal or official measures and directly or indirectly relate to the deliveries and services rendered by the supplier to the customer.

3.3 The customer has the right to withdraw from the contract if the prices of the supplier increase by more than 10% in accordance with clause 3.2 above. The customer has the same right of withdrawal if the contract provides for partial deliveries and the prices for such partial deliveries increase by more than 10% within any respective one year period after the conclusion of the contract.

## 4. Payment

4.1 Unless otherwise agreed in writing, the invoice amounts shall be payable within 10 days from the date of the invoice less 2% (cash) discount and within 30 days net cash without any discount. Discounts are only allowed as long as there are no outstanding amounts of other invoices. Day of payment shall be deemed the day the money is at the supplier's free disposal.

4.2 The supplier reserves the right to refuse cheques or bills of exchange for payment. Any acceptance is subject to the clearance of the said cheques or bills of exchange. The customer shall bear any additional costs incurred by the supplier arising from the acceptance of cheques or bills of exchange.

4.3 The supplier has the right to appropriate payments of the customer first to any of his previous debts even if the customer's instructions run contrary. If costs and interest have already arisen the supplier may credit payments by the customer first against the costs, then against the interest and finally against the main obligation owed by the customer. Staff members and representatives of the supplier have the right to receive payments, also in the form of bills of exchange or cheques, only if they have a written authorization of the supplier.

4.4 In the event that the customer is in default in payment, the supplier shall be entitled to claim interest from the date of default at a rate which commercial banks charge for open current account borrowing rates but not less than 8% p.a. over the relevant base interest rate of the European Central Bank. Default interest shall be payable immediately.

4.5 If the customer fails to comply with his financial obligation towards the supplier or one of his affiliated companies, especially if he does not clear a check or a bill of exchange, suspends payments or if the supplier learns about other circumstances which call into question the creditworthiness of the customer or constitute a material change in the business operations of the customer, the supplier is then entitled to declare the unpaid balance of principal to be immediately due and repayable even if cheques had been accepted. In such a case the supplier is also entitled to ask for advance payment or provision of security. If the customer refuses to provide the security within a reasonable time-limit set by the supplier, the supplier has the right to withdraw in part or completely from all agreements entered into with the customer. The supplier reserves further claims.

4.6 The customer is only entitled to offset against, to retain or to reduce the purchase price, even if he gives a notice of defects or puts forward counterclaims, if these counterclaims have been declared final and binding by court decision or are noncontroversial.

## 5. Delivery

5.1 Delivery dates or delivery times can be fixed on a binding nor non-binding basis and have to be agreed in writing. The agreed time of delivery begins with the dispatch of the confirmation of the order, however, not before the supplier has been furnished with the necessary documents, authorizations, securities and releases to be produced by the customer and not before an agreed deposit has been paid in time. If a fixed delivery time has been agreed, it will be extended by an appropriate period of time, should the customer fail to punctually provide all the supporting material he is obliged to procure as well as the agreed deposit.

5.2 Even if binding dates and times have been agreed, the supplier is not liable for delays in delivery and services which have been caused by force majeure or events which make it considerably more difficult or impossible for the supplier to deliver his goods or services unless the supplier's liability is caused by intention or gross negligence. Said delays entitle the supplier to postpone the delivery or service for the time of the hindrance plus a reasonable period to restore operations or to withdraw from the contract partially or entirely with regard to that part of the contract which has not yet been fulfilled. The supplier shall inform the customer without delay about his inability to fulfil his contractual obligation and shall pay back to the customer any payments that he has already made in fulfilment of the contract.

5.3 If the delay caused by the above-mentioned circumstances lasts for more than 3 months the customer has the right, after a reasonable period of grace for the supplier, to withdraw from that part of the contract which has not yet been fulfilled. In the event of delayed delivery/partial delivery or if the supplier is released from his obligation the customer shall not be entitled to claim any compensation. The supplier can only use the reference to the special circumstances for his delay if he has informed the customer immediately.

5.4 If the supplier is responsible for not observing dates and times with a binding commitment or if he is in default the customer is entitled to a compensation for default of 0,5% for each completed week of default but in total not exceeding a maximum of 5% of the invoiced value of the delivery and services which are subject of the delay. Other claims for compensation or damages are excluded unless the delay has been caused by gross negligence of the supplier.

5.5 The supplier has the right at any time to perform partial deliveries and services.

5.6 If a contractual product is ready for shipment and the delivery is postponed for more than one month at the customer's request or the shipment or taking delivery is delayed for reasons for which the customer is responsible, then the supplier is entitled to invoice the customer for warehousing costs to the amount of 2% of the invoice amount for the corresponding product from the first day of each following month. An extended liability pursuant to § 287 BGB is excluded.

5.7 In the event that the customer is in default in taking delivery of the goods sent by the supplier, the supplier has the right to withdraw from the contract after having given the customer a reasonable grace period and to claim damages instead of demanding fulfilment of the contract. In case of a damage claim the supplier is entitled to demand from the customer 10% of the invoice amount in accordance with clause 3.1 above, unless the customer proves that the damage was slighter or to claim compensation for the actual damage caused by the customer's default.

## 6. Transport

In the absence of a special instruction from the customer the supplier shall select the transport route at his due discretion. Unless otherwise agreed, the shipment will be made at the expense of the customer who, at the request of the supplier, will directly pay for the transport costs or pay in advance. Forwarding instructions of the customer shall only be binding for the supplier if the supplier has given a confirmation in writing. The supplier has the right but not the obligation to insure the goods at the expense of the customer and to debit him with the corresponding costs.

## 7. Passing of the Risk

Unless otherwise agreed, the risk passes to the customer at the time the consignment has been handed over to the forwarding agent or other consignee or has left the delivering works or warehouse. If the delivery becomes impossible through no fault of the supplier, the risk passes to the customer at the time the supplier notifies the customer that the consignment is ready for dispatch. The customer shall bear the risk for all returned deliveries during their return transportation and for the packaging during outward and return transport.

## 8. Liability for defects

8.1 The warranty period is one year beginning with the receipt of the consignment at the place of destination. After one year claims of the customer based on defects of the delivered goods are barred by limitation unless the law contains mandatory provision for longer time limits, in particular for goods that were used in accordance with their normal purpose for a building structure and which are responsible for its defective nature.

8.2 Obvious defects of goods which are or become useless within the warranty period for reasons which existed before the risk passed to the customer or which have only a very limited fitness for use, must be reported to the supplier in writing without delay, at the latest within 8 days after the receipt of the goods at the place of destination. Defects which by their nature cannot be discovered within due time despite thorough checks have to be reported to the supplier in writing immediately after their discovery.

8.3 Only the product specification agreed between supplier and customer is authoritative with regard to the condition of the goods. Public statements, recommendations or advertising of the supplier must not be regarded as part of the agreed product specification. Variations regarding the conformation, weight, colour, width, thickness of the side and piece length of the goods which are in line with the customs of the trade are not regarded as a defect which entitles to a complaint.

8.4 Products or parts of products which are subject to a complaint according to clause 8.2 above will, at the supplier's discretion, either be subsequently improved or fully replaced at no cost to the customer. Several attempts are permitted to eliminate the defect. If the defect cannot be corrected within a reasonable amount of time the customer can at his discretion either demand a reduction of the purchase price or a cancellation of the contract. However, the customer is not entitled to cancel the contract if there is only a minor lack of conformity with the contract, in particular if the defect of the product is insignificant. The agreed liability for defects is applicable to all deliveries within the scope of the correction of defects.

8.5 The warranty of the supplier relates explicitly to the correction of those defects only which have existed at the time when the risk passes to the customer. This excludes in particular a liability for normal wear and tear.

8.6 Any warranty becomes null and void in the event that the customer has neglected the installation instructions of the supplier when installing the contractual products or during their use, if the customer does not comply with the technical information of the supplier, if he undertakes alterations on the products which do not correspond to the specifications of the supplier and if the customer combines the products with other products which have not been provided by the supplier without the supplier's prior written consent.

8.7 The unreserved acceptance of the consignment by the forwarding agent, the railways or other carriers shall exclude the liability of the supplier based on improper packaging or loading unless the supplier has mandatory liability as a result of intent or gross negligence.

8.8 Any oral and written advice on technical application of the products given by the supplier is without obligation and does not release the customer from his own duty to examine the products for their suitability. This also applies when the delivered goods are generally recommended for a specific purpose. If the question of liability of the supplier should nevertheless arise, the terms agreed on liability for defects shall apply mutatis mutandis. It is solely incumbent on the customer to comply with any intellectual property rights of third parties, e.g. application patents and statutory provisions relating to the processing of the delivered products.

## 9. Reservation of Title

9.1 Until all outstanding claims against the customer arising from the business relation have been fully satisfied, including all outstanding amounts on current account, interest, costs and cheques not yet fully cleared, which the supplier or one of his affiliated companies is entitled to, now or in the future, for whatever legal reason, the customer shall provide the supplier with the securities listed hereafter in clauses 9.2-9.6. The supplier will, at his discretion, release the securities given to him at the request of the customer so far as their realisable value exceeds the total claim of the supplier by more than 15%.

9.2 In terms of clause 9.1 the consignment shall remain the property of the supplier. The supplier is entitled to claim reservation of title by simple declaration. Reservation of title shall also extend to resold goods and products resulting from processing. In the event of the goods being combined or mixed with material that does not belong to the supplier, the supplier shall always acquire co-ownership of the manufactured new items in the ratio of the value of the reserved-title product (invoiced value) to the value of the new item. In this case the customer is deemed to be unpaid custodian for the supplier. In case the supplier does not acquire co-ownership with respect to a combination of several items, the customer agrees at this point in time to assign the co-ownership share specified under sentence 4 above to the supplier.

9.3 For the time of the reservation of title the customer is entitled to sell the delivered goods in the normal course of business only with the prior written consent of the supplier.

Notwithstanding the above customers who do not use the goods themselves but resell them for commercial purposes shall be revocably entitled to sell the goods in the normal course of business as long as they are not in default. The customer herewith fully assigns to the supplier who accepts the assignment, all accounts receivable (including any balance due on an account) and ancillary rights relating to the goods with the retention of title that accrue to the customer out of the resale of the delivered goods or through other rights (insurance, tort etc.). The customer shall be revocably empowered to collect, in his name but for the account of the supplier, all receivables arising out of the resales and assigned to the supplier. The power of collection and the right to process the goods shall expire, also without express revocation, in the event that the customer ceases to make due payments or suspends all payments, in the event of clause 4.5 above, application for insolvency, of protest of a cheque or bill of exchange or successful attachment. Assigned outstanding amounts received thereafter shall be accumulated immediately in a separate account with a special title given by the supplier. Upon request of the supplier the customer shall inform the supplier immediately in writing about the debtors of the assigned claims and notify the debtors of the assignment.

9.4 There is no right to make any other dispositions than those stipulated above, in particular a pledge, chattel mortgage or transfer by barter. The supplier has to be notified immediately if there is an attachment by third parties - also after mixture or processing of goods - and any other violation of rights concerning the goods belonging to the supplier under the reservation of title. The customer shall notify the third parties of the ownership of the supplier. The customer has to bear any costs and damages which may accrue in this context.

9.5 If the customer is in default with his payments or if he violates any obligation with regard to the reservation of title, the full balance of debt becomes due at once. In such case, unless § 107 (2) Insolvency Act provides otherwise, the supplier is entitled to claim the return of the goods which he can collect from the customer at the customer's expense. The customer is not entitled to keep possession of the goods. The supplier has the right to inform the subpurchaser of the customer of the assignment of the accounts receivable and to collect the sums due. Goods shall only be taken back as security; such act does not mean a withdrawal from the contract even if partial payment should be agreed later on, unless the Statute Covering Instalment Sales provides otherwise.

9.6 In case the reservation of title is invalid according to the rules and regulations of the country where the goods are located or used, it is agreed that the supplier shall be given a sufficient security as an adequate financial equivalent for the invalid reservation of title. If the customer has to participate in providing the security, he has to undertake all measures at his own cost which the supplier requires of him.

## 10. Limitation of Liability

Any other claim of the customer against the supplier for whatever reason is excluded unless these terms and conditions provide otherwise. The exclusion applies in particular to the violation of undertakings which are governed by the law of obligations, and to tortious acts. The supplier is liable for intent and gross negligence only to the extent provided by the statutory provisions. The liability of the supplier is limited in any case to the average, foreseeable, typical and direct damages, provided there was no intent or omission on the part of the supplier's statutory agents, and provided that no major contractual duty has been breached. This does not affect liability under the Product Liability Act. The aforesaid limitation of liability applies neither in the event of harm of life, physical injury nor harm of health. The exclusion or limitation of the supplier's liability applies to the same extent to the benefit of his employees if they are the subject of direct claims made by the customer. Claims of the customer based on a guarantee given by the supplier remain unaffected.

## 11. Other Provisions

11.1 Unless otherwise agreed, place of jurisdiction for all disputes directly arising in connection with the business relation between the supplier and the customer shall exclusively be Mülheim an der Ruhr provided the customer is a merchant possessing full commercial capacity, a legal person under public law or a special fund under public law. In addition to this the supplier is entitled to file an action at the customer's competent law courts.

11.2 Should one or more of the above provisions be or become invalid or unworkable, it shall not affect the remaining provisions. The invalid or unworkable provision shall rather be replaced by a valid and workable one which comes closest to the purpose intended by the invalid provision.

11.3 The customer is not entitled to assign to third parties his rights and obligations arising from contractual relationships with the supplier without the supplier's express written consent.

11.4 The legal relations between the supplier and the customer in connection with their business relationship, especially arising from purchase and supply contracts, shall be subject exclusively to the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is excluded..

**Rodeca GmbH**

Fassung: 09.08

**delivery program**  
translucent building rooflight panels  
**Standard**

translucent building elements  
out of polycarbonate  
for glazing without joining profiles

## Standard - clear and opal antiblind

PC 29330 XL

U-Value from 1,2 to 1,4 W/m<sup>2</sup>K\*\*



structural width 930 mm + 0 /- 1

## Standard - clear and opal antiblind

PC 2930 X

U-Value 1,4 W/m<sup>2</sup>K\*\*



structural width 900 mm + 0 /- 1

\* . Next to the fire certification with regards to DIN 4102, our products were certified with regards to the European Norm and other national Norms. Our products fulfil the demands of joint tightness and were tested by ball throwing, hail and puck with regards to the Rodeca warranty. we give a guarantee of 10 years for our products

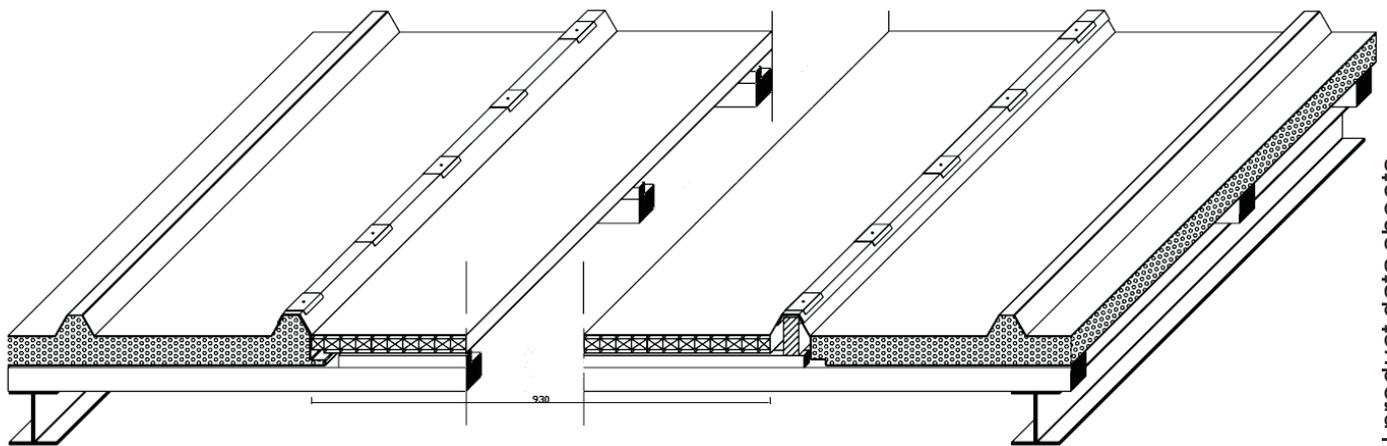
\*\* The U- Value depend on the building situation. For further information please check our technical documentation and the point building physical values.  
Stand 01/2010

For further information please have a look into our technical product data sheets

**delivery program**  
translucent building roof lights panels  
**rooflight - Series**

translucent building elements  
out of polycarbonate  
for glazing without joining profiles

PC 29330 XL  
PC 2930 X



The rodeca rooflight panels are a solution for lightbands in polyurethane sandwich roofs. Due to their shape it can be used for different kinds of PU sandwich panels. Their optical and impact resistance properties make these panels to an excellent option for roofglazing. As all rodeca panels have a concentrated coextruded UV protection layer on the surface which is integrated in the polycarbonate. The coextrusion protects the panels from yellowing or discoloration and conserves the impact strength of the polycarbonate. Due to combination of a multi layer structure and an X- structure in the middle chamber the panel has excellent load capacities.

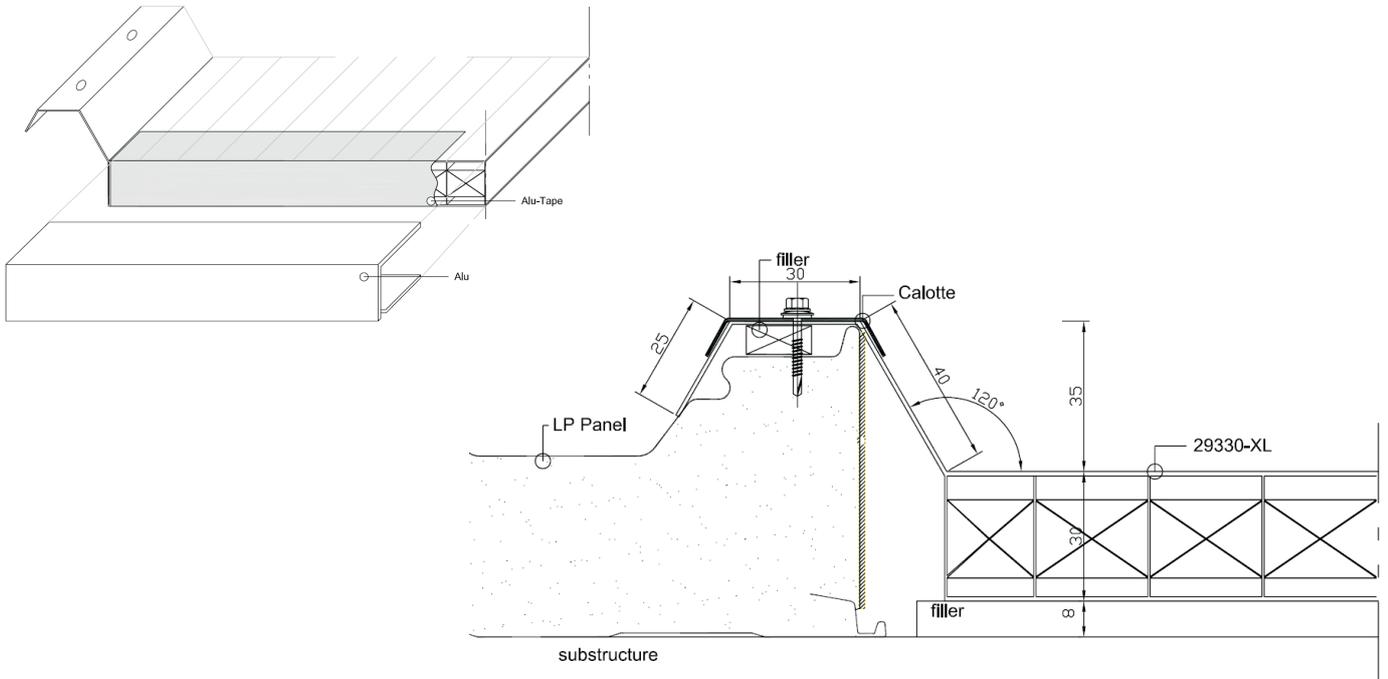
\* Our products fulfil the demands of joint tightness and were tested by ball throwing, hail and puck with regards to the Rodeca warranty. We give a guarantee of 10 years for our products Stand 01/2010

For further information please have a look into our technical product data sheets

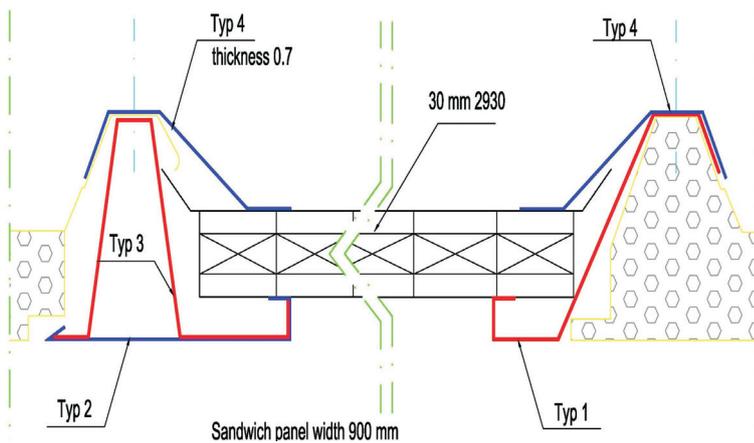
**delivery program**  
translucent building roof lights panels  
**rooflight - Series**

translucent building elements  
out of polycarbonate  
for glazing without joining profiles

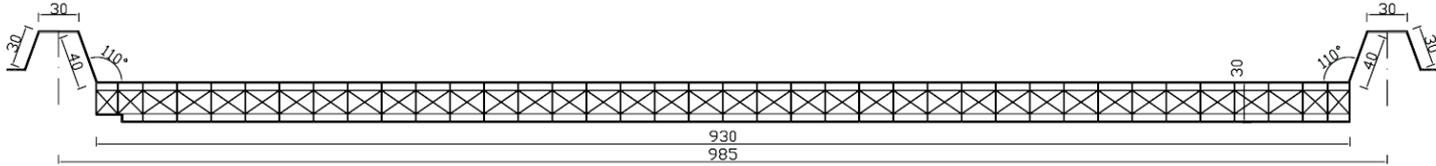
**PC 29330 XL**



**PC 2930 X**



## data sheet PC 29330 XL



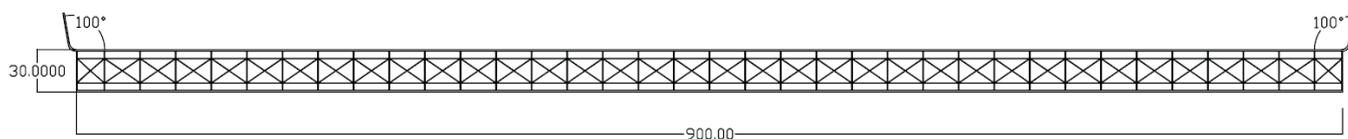
### U- Value from 1,2 to 1,4 W/m<sup>2</sup>K\*

| Technical Data        | 29330 XL fire class B 2 with regards to DIN 4102**  | Unit               |
|-----------------------|---|--------------------|
| Raw material          | <b>Polycarbonate</b>                                |                    |
| UV protection         | longlife => coextruded UV protection on the outside | 10 years warranty* |
| Structural width      | 930 + 0/- 1 %                                       | mm                 |
| Thickness             | 30  | ca. mm             |
| Weight max.           | 3,60  | running meter      |
| U- Value *            | 1,4   | W/m <sup>2</sup> K |
| E- Modul              | 2400  | N/mm <sup>2</sup>  |
| Expansion coefficient | 0,065   | mm/m/°C            |
| Light transmission    | special colour on request                           |                    |
| colour clear          | 62 %  | ca. %              |
| colour opal antiblind | 44 %  | ca. %              |
| UV- admission         | 0 % - wavelength to 380 nm are filtered             |                    |
| Fire behaviour        | B2  | DIN 4102           |

Our products fulfil the demands of joint tightness and were tested by ball throwing, hail and puck with regards to the Rodeca warranty. We give a guarantee of 10 years for our products

\* The U- Value depend on the building situation. For further information please check our technical documentation and the point building physical values. Stand 01/2010

## data sheet PC 2930 X



**U- Value 1,4 W/m<sup>2</sup>K\***

| Technical Data        | 2930 X fire class B 2 with regards to DIN 4102**    | Unit               |
|-----------------------|---|--------------------|
| Raw material          | <b>Polycarbonate</b>                                |                    |
| UV protection         | longlife => coextruded UV protection on the outside | 10 years warranty* |
| Structural width      | 900 + 0/- 1 %                                       | mm                 |
| Thickness             | 30  | ca. mm             |
| Weight max.           | 3,40  | kg/ m <sup>2</sup> |
| U- Value *            | 1,4   | W/m <sup>2</sup> K |
| E-Modul               | 2400  | N/mm <sup>2</sup>  |
| Expansion coefficient | 0,065   | mm/m/°C            |
| Light transmission    | special colour on request                           |                    |
| colour clear          | 62 %  | ca. %              |
| colour opal antiblind | 44 %  | ca. %              |
| UV- admission         | 0 % - wavelength to 380 nm are filtered             |                    |
| Fire behaviour        | B2  | DIN 4102           |

Our products fulfill the demands of joint tightness and were tested by ball throwing, hail and puck with regards to the Rodeca warranty. We give a guarantee of 10 years for our products

\*\* The U- Value depend on the building situation. For further information please check our technical documentation and the point building physical values. Stand 01/2010

