

Warranty Agreement

between

Messrs. ALCAN Singen GmbH, ALUSINGEN-Platz 1,
D-78221 Singen/Hohentwiel / F.R.G.

- hereinafter referred to as ALCAN Singen -

and

- hereinafter referred to as CUSTOMER -



1.

This warranty is given for ALUCOBOND® supplied to Alcan Alucobond (Far East) Pte. Ltd., Singapore by ALCAN Singen, against Order Confirmation No. 167 770 dated 28th May, 2002, covering ALUCOBOND® composite panels, front sides PVDF-painted colour "Sunrise Silvermetallic No. 600", with protective peel-off foil, reverse sides mill finish, per invoice No. 25506387 dated 14th June, 2002 (29 sheets of item 22) for the project

The outer surfaces of the ALUCOBOND® panels were stove-lacquered in accordance with standards laid down by E.C.C.A. (European Coil-Coating Association). At the time of shipment the quality of the stove-lacquered surfaces fulfilled the criteria laid down by the E.C.C.A. quality label.

2.

Subject to the conditions set forth herein, ALCAN Singen warrants the ALUCOBOND® panels to be free from defects in manufacturing and workmanship for a period of 10 (ten) years, in particular that

subject to fair wear and tear

- the stove-lacquered surface coating will not flake, blister, check, crack or peel (lose adhesion) when exposed to the weather, except for minute fracturing, which may occur during fabrication of the panels.
- any colour changes or reduction of gloss of the stove-lacquered surface coating will be in a uniform manner when surfaces are equally exposed to the sun and elements. The determination of colour differences and gloss reduction to be done on clean panels from which external deposits and chalk have been removed.

3.

This warranty is subject to

- the panels not having been exposed to temperatures exceeding 70 °C
- the panels having been installed in a way as to avoid accumulation of water on the panel surfaces
- the panels having been cleaned in accordance with our recommendations at least once a year
- the panels having been stored correctly

- the panels not having been damaged through mechanical agencies or exposed to emissions which differ from those in evidence at the time of shipment and which may be deemed harmful to commercial grade stove-lacquered coatings
- the guidelines laid down in the ALCAN Singen technical data sheets concerning fabrication, handling and maintenance of the panels having been observed
- any defect that may have occurred in the panels not having been caused by defects in other materials
- the panels having been exposed to normal weathering.

4.

This warranty does not apply to ALUCOBOND® composite panels which have been or are exposed to smoke, fire, lightning, windstorm, sandstorm, hail or other acts of god, radiation, salt-spray, harmful fumes or foreign substances in the atmosphere, ie. air- or chemical pollution, including but not limited to organic solvents, concentrated detergents, wetting agents, or to panels damaged by malicious mischief, vandalism, impact, misuses, abuse or negligence in cleaning or maintaining, improper storage or handling, improper fabrication or installation or other occurrences beyond the control of ALCAN Singen, and does not extend to cover any form of damage caused by direct and indirect influences that are generally known to affect the quality of stove-lacquered surface coatings.

5.

The ALUCOBOND® panels supplied by ALCAN Singen must be inspected by the CUSTOMER immediately upon receipt. Defects established by such inspection may only be claimed within 30 days upon receipt. Concealed defects must be claimed immediately upon discovery, the right to claim such concealed defects shall at any rate expire at the end of the warranty period stipulated in paragraph 2.

6.

In case any panel should be found not to be in conformity with the conditions of this warranty agreement, ALCAN Singen, upon being satisfied of the existence of such non-conformity, reserves the right and option to correct the same by either replacing or repairing defective panels at their cost. However, all costs and costs of labour, to remove and replace defective panels, will be borne by the CUSTOMER.

If ALCAN Singen is unable to correct such non-conformity by replacing the panels or repairing them, whether due to the nature of such non-conformity or the uses made by the CUSTOMER of the panels, ALCAN Singen will return to the CUSTOMER the purchase price, or where appropriate, the unit price of such number of quantity of the panels as shall have such non-conformity which ALCAN Singen is unable to correct, subject to the return of defective panels upon a written request by ALCAN Singen. All other costs are barred.

2

7.

The foregoing is ALCAN Singen's sole warranty with respect to the ALUCOBOND® composite panels. ALCAN Singen makes no other warranties, express or implied, including warranties of merchantability and suitability for a particular purpose.

8.

The CUSTOMER's exclusive remedy against ALCAN Singen shall be as set forth in the preceding paragraphs. In no event shall ALCAN Singen be liable to the CUSTOMER either directly or by way of contribution or indemnity, for any other direct or indirect, special, incidental or consequential damages such as, but not limited to, property damage, loss of profit, damages based on loss of use of the panels, or damages for cover, regardless whether the claim for such damages be based on warranty, express or implied, contract, tort or otherwise.

9.

The commencement date for this warranty is the date of dispatch of the stove-lacquered ALUCOBOND® panels from the ALCAN Singen works.

10.

This agreement has been made in the Federal Republic of Germany and shall be interpreted and construed in accordance with the laws of that state.

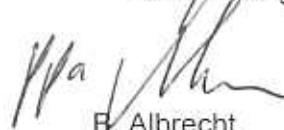
11.

Place of jurisdiction will be Singen/Hohentwiel / F.R.G.

_____, the _____ day
of _____

Singen, the 10th day
of February, 2003

ALCAN Singen GmbH



B. Albrecht



U. Rothmund