

Manuale utente

ECHO BARRIER®
Environmentally Sound



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1. Informazioni generali

Echo Barrier è tra i primi al mondo nella lotta all'inquinamento acustico con il suo sistema modulare di barriere acustiche portatili. Echo Barrier, riconosciuto e certificato a livello internazionale, è la prima scelta degli operatori responsabili sia per le prestazioni che per la sostenibilità.

Le barriere acustiche della serie H di Echo Barrier offrono eccezionali prestazioni a tutto tondo, complementando l'eccezionale assorbimento e riduzione del rumore con portabilità, flessibilità, durabilità e adattabilità fuori dal comune.

Incredibilmente resistente all'acqua e agli sbalzi termici, le barriere acustiche della serie H di Echo Barrier sono in grado di superare numerose sfide, eccellendo anche in ambienti accidentati e/o difficili. I test ASTM E84 sulla propagazione della fiamma e del fumo rendono la serie H idonea per progetti soggetti a normative antincendio molto rigorose.

La serie H è semplice da installare, pulire e conservare. Questo manuale utente fornisce informazioni preziose e istruzioni chiare. Il suo obiettivo principale è quello di ottenere il meglio dalle barriere acustiche della serie H di Echo Barrier, in termini di attenuazione ottimale del rumore in loco - indipendentemente dal progetto o dall'ambiente di lavoro - e in termini di valore.

2. Guida all'installazione

Serie H

Gestione intelligente del rumore

Video guida all'installazione

Barrières acoustiques lé Barriere acustiche leggere, compatte e flessibili, senza rivali per prestazioni a 360°.



2.1 Introduzione

Le barriere acustiche della serie H di Echo Barrier offrono eccezionali prestazioni a 360°, perfezionando l'assorbimento e la riduzione del rumore con portabilità, flessibilità, durabilità e adattabilità. Sono anche semplici e veloci da implementare.

In questa sezione del manuale utente, troverai:

- Guida per la salute e sicurezza
- Informazioni dettagliate sull'installazione
- Specifiche tecniche
- Guida allo stoccaggio e al trasporto
- Istruzioni per la pulizia e la riparazione
- Termini e condizioni (USA/EU)
- Garanzia (USA/EU)

Servizio Clienti:

Echo Barrier offre un supporto tecnico esperto e completo ai suoi clienti.

Il nostro team tecnico è sempre a disposizione per consigliare il modo migliore di utilizzare le nostre barriere acustiche nel contesto di un determinato sito, progetto o eventualità.

2.2 Consulenza requisiti salute e sicurezza

Adesione alle direttive del lavoro e delle valutazioni dei rischi ricevute dai principali appaltatori del sito.



Misure protettive conformi alla valutazione del rischio del contraente principale:



Guanti protettivi per la manipolazione di materiali abrasivi.



Calzature antinfortunistica.



Indumenti ad alta visibilità (catarifrangenti) per cantieri in costruzione o situati in mezzo al traffico.



Protezione per gli occhi.



Prestare attenzione: le superfici possono diventare calde dopo un'esposizione prolungata alle radiazioni solari.



Per evitare danni da accensione, non esporre le barriere Echo Barrier a sostanze infiammabili.



Trattamento manuale dei materiali:

Le barriere Echo Barrier sono flessibili e possono essere arrotolate con facilità manualmente.

- Le singole barriere possono essere sollevate da una sola persona.
- Più barriere devono essere sollevate da almeno due persone.

Lavorare in quota:

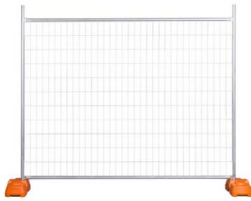


- Assicurarsi che le cinture di sicurezza siano allacciate quando si lavora ad altezze elevate.
- Utilizzare sempre una piattaforma di lavoro con un corrimano quando si installano le barriere a certe altezze. Conservarle in un luogo sicuro per utilizzi futuri.

2.3 Avant l'installation

- **Leggere attentamente queste istruzioni prima di iniziare l'installazione.**
- **Conservali in un luogo sicuro per riferimenti futuri.**

1. Verificare che vi siano componenti sufficienti e adeguati per soddisfare le particolari esigenze di controllo del rumore del progetto, del sito e dell'ambiente. Controllare anche che tutti i componenti siano in buone condizioni.



Struttura adatta per il fissaggio delle barriere Echo Barrier



Kit di montaggio



Rivetto plastico



Echo Barriers

Controllare attentamente tutti i componenti prima dell'assemblaggio, per assicurarsi così che tutte le parti necessarie siano presenti e che nessuna di esse sia danneggiata.

- 2.** La struttura di supporto è adatta allo scopo?
- a. La struttura è stabile?
 - b. La struttura di altezza sufficiente per trasportare le barriere Echo Barrier?
 - c. Sono disponibili le fettucce d'ancoraggio/raccordi compatibili per il fissaggio delle barriere Echo Barrier alla struttura?
 - d. Assicurarsi che le barriere Echo Barrier siano fissate in modo sicuro alla struttura utilizzando i passanti ad occhiello presenti sulle barriere.

NB: Le barriere Echo Barrier NON devono essere forati per creare punti di fissaggio aggiuntivi.

- 3.** Considerare le condizioni ambientali/di lavoro a cui saranno esposte le barriere Echo Barrier:
 - a. Sopportazione del vento**

In caso di vento, assicurarsi che la forza di tale sia costantemente monitorata. Potrebbe essere necessario un rinforzo aggiuntivo. Con venti molto forti, potrebbe essere necessario rimuovere completamente le barriere Echo Barrier dalla struttura.
 - b. Conditions météorologiques**

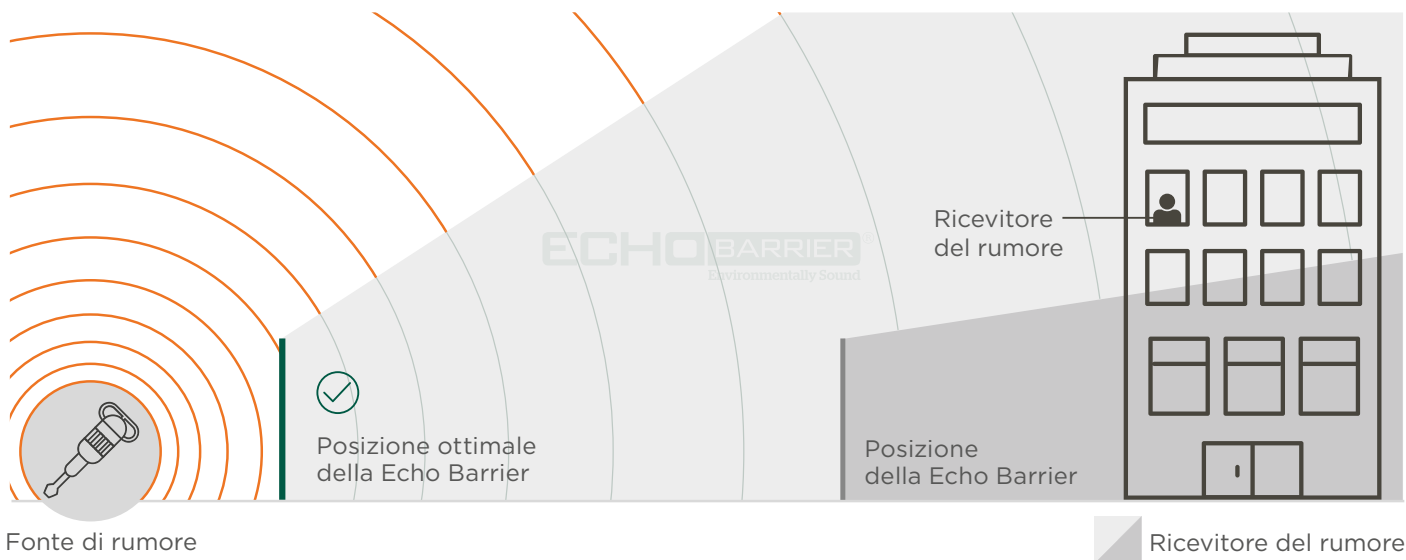
Esposizione a calore estremo, pioggia, nevischio, neve e ghiaccio.
 - c. Condizioni del terreno**

Non installare dove il terreno è soggetto a inondazioni, o dove ci sono drenaggi/fossati o sintomi di cedimento.
 - d. La zona di lavoro circostante a rischio di esposizione a lavori ad alte temperature/fiamme libere**
 - e. La zona di lavoro circostante è soggetta a probabile esposizione a sostanze chimiche corrosive.**
 - f. Condizioni stradali e del traffico nelle vicinanze dell'installazione**

Prevenzione di potenziali collisioni con la struttura di fissaggio
 - g. Esiste la necessità di un ulteriore supporto sotto forma di controventatura a sbalzo?**
 - h. È stata completata una valutazione del rischio?**
 - i. È stata completata una valutazione provvisoria delle opere?**

2.4 Posizionamento e fissaggio

Le leggere barriere Echo Barrier sono versatili e consentono all'utente di collocarle lungo il perimetro del cantiere piuttosto che direttamente davanti alla sorgente di rumore per un'attenuazione ottimale.



Fare riferimento alla guida alle prestazioni in questo manuale per consigli su come posizionare le barriere Echo Barrier al fine di ottenere la massima attenuazione del rumore. (Vedere la sezione 3.3 Fattori chiave per il successo della riduzione del rumore, pagina 26)

Attaccare le barriere di Echo Barrier alla struttura di supporto

Ci sono due semplici modi per attaccare le barriere acustiche alla struttura di supporto:

- Kit di montaggio dedicati di Echo Barrier, oppure
- Fissaggi generici (ganci elastici/cavi plastici, fascette/fascette ferma-cavi).

Le barriere Echo Barrier possono essere installate verticalmente o orizzontalmente, in base alle condizioni e ai requisiti specifici in loco.

Orientamento corretto

La parte anteriore di ciascuna barriera Echo Barrier è diversa dalla sua parte posteriore.

- La parte anteriore (che reca il logo Echo Barrier) deve essere rivolta verso il ricevitore del rumore.
- La parte posteriore (una superficie a griglia) deve essere rivolta verso la fonte di rumore.

Le istruzioni di orientamento sono stampate sulle barriere.



Fronte

Retro

Installazione delle barriere Echo Barrier

A condizione che la struttura di supporto sia sufficientemente alta e resistente per supportare le barriere Echo Barrier, le barriere possono essere fissati a:

- Recinzione
- Rete metallica
- Cartelli di sito (utilizzando fori e cavi di fissaggio)
- Tubi per impalcature
- Travature reticolate
- Travi

Sicurezza

Per minimizzare il rischio di furto o danneggiamento attraverso i graffi, le barriere Echo Barrier dovranno essere installate sul lato interno di qualsiasi struttura a cui il pubblico potrà avere accesso diretto.

- **Cavo di sicurezza antifurto**

I cavi di sicurezza possono essere utilizzati per bloccare le barriere Echo Barrier sulla struttura di supporto.



Punti di fissaggio

I passanti a occhiello esistenti dovranno servire come unici punti di fissaggio per le barriere Echo Barrier. Non si dovrebbe tentare di creare eventuali fori aggiuntivi nelle barriere.

- I passanti a occhiello agli angoli in alto a sinistra e a destra sono i principali punti di fissaggio di ciascuna barriera Echo Barrier.
- Il passante ad occhiello centrale può essere utilizzato per assicurare ulteriormente la barriera Echo Barrier alla struttura di supporto. Può anche essere usato come punto intermedio se una barriera è:
 1. a cavallo tra due strutture di supporto;
 2. piegata dietro un angolo, o
 3. installata orizzontalmente.

I fissaggi nei kit di montaggio Echo Barrier, o generiche fascette/fascette ferma-cavi, possono essere utilizzate per i passanti ad occhiello centrali.



Sovrapposizione delle barriere Echo Barrier

- Quando si installano le barriere Echo Barrier sia orizzontalmente che verticalmente, gli attacchi devono essere realizzati tramite i passanti ad occhiello situati negli angoli in alto a sinistra o in alto a destra di ciascuna barriera.
- Il bordo non acustico di ciascuna barriera Echo Barrier dovrà essere sovrapposto al bordo non acustico della barriera Echo Barrier adiacente. Questo servirà a massimizzare la riduzione del rumore. Perciò aggiungendo ulteriori barriere Echo Barrier se ne creerà una di dimensioni e configurazione adeguate e, in caso di necessità, è quindi possibile sovrapporle.



Piegare le barriere di Echo Barrier

Le barriere Echo Barrier sono flessibili e possono essere piegate per adattarsi alla forma della struttura di supporto. Se montati verticalmente o orizzontalmente, le barriere Echo Barrier possono essere ripiegate sugli angoli per creare una barriera senza interruzioni e massimizzare la riduzione del rumore.

2.5 Kit di montaggio

I kit di montaggio di Echo Barrier contengono tutti i componenti necessari per ottimizzare l'installazione e la rimozione delle barriere acustiche.

Sono disponibili kit dedicati per:

1. installazione standard
2. la creazione di una tenda acustica verticale o per un fissaggio extra sicuro. Questo kit include i rivetti plastici.

NB: Il carico verticale di lavoro sicuro raccomandato per un rivetto plastico M16 è di 364lb/165kg.



Kit di montaggio



Rivetto plastico

2.6 Istruzioni di installazione/rimozione

<p>Passo 1:</p> <ul style="list-style-type: none"> • Installare un gancio sulla struttura di supporto (ad esempio una rete). • Tenere la barriera di Echo Barrier contro la struttura. • Posizionare il gancio attraverso il passante ad occhiello situato in alto nell'angolo sinistro o nell'angolo destro della barriera Echo Barrier. 	√
<p>Passo 2:</p> <ul style="list-style-type: none"> • Mentre la barriera Echo Barrier è sospesa temporaneamente da un singolo gancio, installare un secondo gancio sulla struttura di fissaggio. • Attaccate la barriera a questo secondo gancio, usando il passante ad occhiello a quello successivo nella parte superiore della barriera (vale a dire il seguente occhiello situato in un angolo della barriera). • La barriera, ora appesa a due ganci, sarà completamente supportata e appesa a formare un quadrato. 	√
<p>Passo 3:</p> <ul style="list-style-type: none"> • Fissare la successiva barriera Echo Barrier nello stesso modo, usando il gancio installato nel passaggio 2 per il passante ad occhiello posizionato a sinistra o destra della nuova barriera. • I bordi delle barriere dovranno sovrapporsi. • Seguire la procedura al passaggio 2, per fissare la nuova barriera con un ulteriore gancio. 	√
<p>Passo 4:</p> <ul style="list-style-type: none"> • Per fissare ulteriormente la barriera Echo Barrier alla struttura di fissaggio, è possibile inserire un gancio (o un gancio elastico/cavo plastico o una fascetta/fascetta fermacavo) nel passante ad occhiello nella parte superiore della barriera. • Due o tre ganci dovranno essere utilizzati per ciascuna barriera Echo Barrier, per ulteriormente fissarla con appropriati elastici/cavi plastici o fascette/fermacavi, in conformità con le condizioni del sito. 	√

<p>Passo 5:</p> <ul style="list-style-type: none"> • Infilare e assicurare un gancio elastico/cavo plastico attraverso l'occhiello al centro del lato di ogni barriera Echo Barrier, formando così un sigillo tra la barriera e la struttura di supporto. • Infilare e assicurare un elastico/cavo plastico attraverso l'occhiello centrale sulla parte inferiore di ciascuna barriera. 	√
<p>Passo 6:</p> <ul style="list-style-type: none"> • Per attaccare un gancio elastico/cavo plastico alla struttura di supporto; infilare il gancio elastico/cavo plastico attraverso l'occhiello. Quando la chiusura del cavo emerge dall'altra parte della struttura di supporto, raddrizzarla, allungare la corda elastica e agganciarla alla rete, fino ad assicurare una tenuta perfetta. 	√
<p>Nota:</p> <p>È inoltre possibile utilizzare le fascette/fascette fermacavi per fissare le barriere Echo Barrier a una struttura di supporto. La fascetta dovrà essere:</p> <ul style="list-style-type: none"> • infilata attraverso ciascun occhiello come richiesto; • avvolta attorno ad una sezione della struttura di supporto; • reinserita in un occhiello adiacente 	√
<p>Rimozione delle barriere Echo Barrier:</p> <ul style="list-style-type: none"> • Spostarsi lungo il perimetro della recinzione, rimuovendo i ganci da essa. • Allentare o tagliare tutte le fascette fermacavi/fascette che fissano la barriera alla struttura di fissaggio. Per tagliarle, usare le forbici, non una lama. • Sganciare le barriere una volta che tutti gli elementi di fissaggio sono stati allentati o tagliati. • Impilare le barriere in modo sicuro. 	√
<p>NB: NON usare una lama per tagliare i fissaggi - questa potrebbe causare danni alla barriera.</p>	

2.7 Installazione verticale su ponteggi & Creazione di una cortina acustica verticale

Le barriere acustiche Echo Barrier possono essere installate sui ponteggi di un edificio a più piani, offrendo un'ottima attenuazione del rumore per i progetti nelle aree edificate.

<p>Passo 1: Assicurarsi che l'impalcatura:</p> <ul style="list-style-type: none"> • sia stata progettata, installata e certificata da una società competente; • abbia un limite di carico sicuro sufficiente per supportare le barriere; • resista alle condizioni atmosferiche e alle condizioni ambientali prevalenti; • sia opportunamente montata e rinforzata. (Fare riferimento agli standard delle impalcature regionali, se necessario). 	√
<p>Passo 2: Assicurarsi che siano fornite le attrezzature adeguate per consentire l'accesso/uscita sicura dal punto di installazione. Echo Barrier raccomanda che le barriere NON vengano trasportate manualmente su scale o trasportate su una piattaforma mobile elevabile (MEWP).</p>	√
<p>Passo 3: Nell'eventualità di forte vento si raccomanda che la barriera venga fissata alla recinzione di ogni ascensore delle barriere all'altezza del ponteggio, in una posizione vicina al punto di installazione pianificato.</p>	√
<p>NB: quando si installa uno schermo o una cortina verticale, utilizzare i rivetti plastici M16, assicurando la barriera Echo Barrier con due di questi rivetti ai passanti ad occhiello in alto e due rivetti agli occhielli laterali.</p>	√
<p>Rimozione delle barriere Echo Barrier:</p> <ul style="list-style-type: none"> • Spostarsi lungo l'impalcatura, rimuovere i fissaggi e liberare le barriere dalla struttura. • Una volta che le barriere vengono rilasciate, rimuoverle e impilarle in modo sicuro. • Stoccare e riutilizzare i componenti di raccordo il più possibile. 	√
<p>NB: NON usare una lama per tagliare i fissaggi - questo potrebbe causare danni alla barriera.</p>	

2.8 Echo Barrier H-Series: specifiche della barriera

Applicazioni	Risultati
Max Riduzione Rumore (Testato in laboratorio)*	Si prega di fare riferimento alla scheda tecnica specifica del prodotto
Max Assorbimento Rumore (Testato in laboratorio)*	Si prega di fare riferimento alla scheda tecnica specifica del prodotto
Altezza	2050 mm (6 ft 9 in)
Larghezza	1335 mm (4 ft 5 in)
Dimensioni laminate	400 mm (1 ft 4 in) diametro, 1335 mm (4 ft 5 in) larghezza
Peso	Si prega di fare riferimento alla scheda tecnica specifica del prodotto
Resistente all'acqua test standard*	BSEN 60529:1992 IPX9
Resistente al fuoco test standard*	BS 7837-1996 & ASTM E84
Resistente alla polvere test standard*	BSEN 60529-1992
Resistente al freddo test standard (risultato)*	BSEN 60068/2/1:2007
Prova di trazione	ISO 17025 (5.85 kN verticali, 1.1 kN orizzontali)
Resistente agli UV	3 anni
Dettagli per la sicurezza	Due strisce catarifrangenti e segnali di pericolo
Installazione rapida	1 persona in 30 secondi con kit di installazione, arrotolabile
Kit di installazione	Sì
Sicurezza antifurto	Cavo, etichetta dati
Pulizia	Idropulitrice
Codice identificativo numero di particolare	Numero RFID univoco per unità
Garanzia del produttore	2 anni
Scelta colore	Su richiesta

* Esami completi da laboratori indipendenti possono essere ottenuti su richiesta a info@echobarrier.com

2.9 Rivetto plastico: dati tecnici

Massimo carico per lavoro verticale raccomandato per:
Vite prigioniera in nylon Bluemay, rivetti plastici e dadi connettori a T:

M6 - 30kg	M10 - 80kg	M16 - 165kg
M8 - 50kg	M12 - 120kg	M20 - 215kg

Intervallo di temperatura tra + 50°C e -30°C.

Nota: le cifre riportate sono solo per i carichi verticali - non sono disponibili dati per carichi inclinati o orizzontali.

Serraggio e uso di dadi

Prestare attenzione a non serrare eccessivamente i dadi se utilizzati con una vite prigioniera in materiale termoplastico.

I dadi devono essere serrati a mano e terminare sempre un mezzo giro con una chiave. Non è consigliato usare dadi in acciaio con viti prigioniere termoplastica o bulloni.

Meccanica			
Proprietà	Temp. a secco	Unità	Nylon 6.6
Carico di rottura	23°C	N/mm ²	62 - 83
Estensione	23°C	%	20 - 200
Modulo di elasticità	23°C	N/mm ²	1733 - 2744
Durezza: rockwell	23°C		R112 - R120
Durezza: durometro	23°C		D80 - D85
Capacità di flessione	23°C	N/mm ²	86 - 97
Deformazione sotto sforzo 14N/mm ² dopo 24 ore	50°C	%	1.0 - 3.0
Impatto - Izod dentellato al 50% di RH (umidità relativa)	23°C	J/m	110

Termica		
Proprietà	Unità	Nylon 6.6
Coefficiente di dilatazione termica lineare	$10^{-6}/K$	100
Punto di fusione	°C	260
Infiammabilità		Autoestinguento
Coefficiente di conducibilità termica	W/K.m	0.24
Temperatura di deflessione: a 0,5 N/mm ²	°C	203
Temperatura di deflessione: a 1,8 N/mm ²	°C	60

2.10 Disclaimer Echo Barrier

Echo Barrier Limited declina qualsiasi tipo di garanzia oltre a quelle specificatamente contenute nella sua garanzia limitata. Senza limitare la rinuncia, Echo Barrier Limited declina espressamente qualsiasi responsabilità che possa derivare direttamente o indirettamente come risultato di quanto segue:

1. Applicazione o installazione sul posto, inclusi, a titolo esemplificativo ma non esaustivo con conseguenti danni a seguito di eventuali guasti imputabili al personale che installa le barriere Echo Barriers;
2. Montaggio o riparazione non autorizzati;
3. Danni dovuti a uso improprio;
4. Normale usura;
5. Danni causati da alterazione, riparazione o sostituzione di pezzi non autorizzati dal produttore;
6. Uso improprio, danno intenzionale, conservazione anormale o condizioni di lavoro o abuso;
7. Uso e/o negligenza irragionevoli;
8. Installazione, uso o manutenzione di barriere Echo Barriers che non sono conformi alle raccomandazioni e alle restrizioni scritte contenute in questa Guida all'installazione o a qualsiasi segnaletica situata sulle stesse barriere Echo Barrier;
9. Contatto con sostanze corrosive o infiammabili;
10. Immersione in acqua, che sia seguendo la progettazione o a causa di condizioni di piena e alluvioni;
11. Danni dovuti a condizioni meteorologiche avverse: vento forte, temporali, tempeste di neve, tempeste di pioggia, uragani, tornado e grandinate.

2.11 Avvertenza esposizione ai raggi UV

Una pulizia regolare delle superfici della barriera effettuata con una combinazione di sostanze chimiche può danneggiare il rivestimento resistente ai raggi UV sul tessuto sul retro di alcune barriere della serie H. Di conseguenza, il colore si sbiadirà attraverso l'esposizione estrema alla luce solare.

2.12 Avvisi e garanzia generale

Notare che

Questa Guida all'installazione rappresenta le linee guida generali per un'installazione efficace e un uso ottimale delle barriere Echo Barrier. Echo Barrier Limited si riserva il diritto di modificare questi suggerimenti. È responsabilità dell'acquirente/noleggiatore, ingegnere, appaltatore e/o dei rispettivi rappresentanti assicurare che l'installazione soddisfi tutti gli standard e le norme di costruzione applicabili. Non ci sono garanzie di prestazione espresse o implicite per alcun progetto o installazione particolare.

Copyright e marchi

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Tutti i nomi di marchi e prodotti sono marchi commerciali, marchi registrati o nomi commerciali dei rispettivi proprietari.

Regolamentazione

Il prodotto è stato testato da enti di prova certificati e trovato conforme a specifici standard di produzione; Per i risultati dei test e gli standard specifici, fare riferimento alle schede tecniche del prodotto.

Generale

È stato fatto ogni sforzo per garantire l'accuratezza delle informazioni fornite in questo manuale. Tuttavia, in alcuni casi potrebbero verificarsi modifiche al prodotto o alla disponibilità che potrebbero non trovare riscontro in questo documento. Echo Barrier Limited si riserva il diritto di apportare modifiche alle specifiche in qualsiasi momento senza preavviso. Le specifiche relative alle prestazioni sono indicative, ma possono variare a seconda delle condizioni fuori dal controllo di Echo Barrier Limited, come l'installazione e/o la manutenzione non corrette del prodotto e l'ambiente di lavoro. Le specifiche di prestazione sono basate sulle informazioni disponibili al momento della stampa. Echo Barrier Limited non fornisce garanzie di alcun tipo riguardo a questo materiale, incluse, ma non limitate a, garanzie implicite di idoneità per uno scopo particolare. Echo Barrier Limited non sarà responsabile per errori contenuti nel presente documento o per danni accidentali o consequenziali in relazione alle prestazioni o all'uso di questo prodotto.

Questo prodotto è progettato e realizzato con materiali e componenti di alta qualità che possono essere riciclati e riutilizzati.



Questo simbolo indica che, alla fine della loro utilità, gli articoli dovranno essere smaltiti separatamente dai normali rifiuti. Si prega di smaltire il prodotto in modo appropriato e in conformità con le normative locali, in conformità con l'Environmental Protection Agency (USA), Department of Environment & Energy (AU) Environment Agency (Regno Unito).

Per favore aiutaci a conservare l'ambiente in cui viviamo!

Dichiarazioni generali di garanzia

Echo Barrier non potrà essere ritenuta responsabile per eventuali costi di de-fit/re-fit in cui i componenti sono stati montati in modo errato o danneggiati durante il montaggio. Se si riscontrano difetti nei materiali o nella lavorazione, fare riferimento alla garanzia del produttore specifica per la propria regione o il punto di acquisto. Verranno intraprese azioni correttive, sulla base delle informazioni ricevute, a condizione che:

1. I dettagli completi siano forniti a Echo Barrier;
2. I componenti non siano stati modificati o manomessi;
3. Echo Barrier venga informato di eventuali danni/carenze prima dell'assemblaggio.

Questa Guida all'installazione rappresenta le linee guida generali per un'installazione efficace e per raggiungere il massimo rendimento di Echo Barrier. Echo Barrier Limited si riserva il diritto di modificare queste linee guida senza pregiudizio dei loro requisiti legali. È responsabilità dell'acquirente/noleggiatore, ingegnere, appaltatore e/o dei rispettivi rappresentanti garantire che l'installazione delle barriere Echo Barrier soddisfi tutti gli standard e le norme di costruzione applicabili. Non ci sono garanzie di prestazione espresse o implicite per alcun progetto o installazione particolare.

Echo Barrier non accetta alcuna responsabilità per eventuali problemi che potrebbero verificarsi a causa di assemblaggi errati di parti singole o collettive. Il successo dell'installazione e del funzionamento della riduzione del rumore dipende dall'ubicazione della barriera acustica per bloccare la linea d'aria tra la sorgente di rumore e i ricevitori di rumore, valutata dai vostri calcoli acustici e dalla valutazione.

3. Guida alle prestazioni

3.1 Introduzione

Guida di Echo Barrier per ottenere un'efficace attenuazione del rumore con le barriere acustiche portatili. Echo Barrier è leader mondiale nella lotta all'inquinamento acustico che combatte con il suo sistema modulare di barriere acustiche portatili.

Questa guida introduttiva definisce:

- Perché le barriere acustiche portatili di Echo Barrier sono così efficaci ad attenuare il rumore,
- Perché offrono prestazioni superiori in diverse condizioni operative, e
- Come ottenere i migliori risultati con esse, sia in termini di riduzione del rumore che di benefici commerciali e di reputazione.

Echo Barrier si impegna a combattere l'inquinamento acustico e a migliorare la sostenibilità di progetti e imprese attraverso l'applicazione pratica di tecnologie innovative.

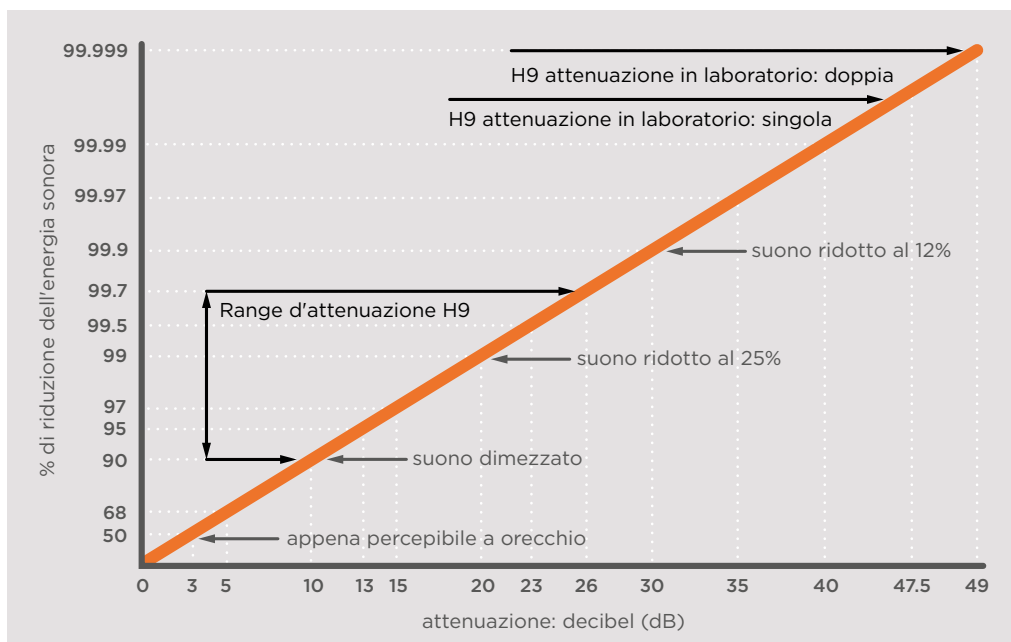
3.2 Attenuazione del rumore della barriera

Decibel, attenuazione del rumore e orecchio umano

I livelli di rumore sono misurati in decibel (dB). Poiché il decibel è un'unità di misura logaritmica (non lineare), l'attenuazione del rumore anche di «solo» 3dB equivale a una sostanziale riduzione dell'energia sonora, vale a dire il 50%, eppure tale riduzione è appena percepibile dall'orecchio umano. Se la riduzione del rumore aumenta a 10dB, equivale a una riduzione dell'energia sonora del 90%; e l'orecchio umano invece lo percepisce come una riduzione del rumore del 50%.

Il grafico qui sotto si colloca nel contesto della performance delle barriere acustiche della serie H di Echo Barrier. Il grafico spiega perché, sul campo (sul sito), diventa difficile attenuare il rumore oltre ai 20dB.

Grafico sull'attenuazione del rumore operata dalla barriera



Particolarmente importante è che la riduzione del rumore di 20dB equivale a una riduzione di energia del 99%, tuttavia il restante 1% di energia rappresenta il 25% del livello di rumore percepito dall'orecchio umano.

Riduzione Decibel (dB)	Riduzione Energia (%)	Riduzione del rumore percepita dall'orecchio umano
10	90	Suona al 50% del suo potenziale (Riduzione del 50%)
20	99	Suona al 25% del suo potenziale (Reducción del 75%)
30	99.9	Suona al 12.5% del suo potenziale (Reducción del 87.5%)
40	99.99	Suona al 6.25% del suo potenziale (Reducción del 93.75%)

3.3 Fattori chiave nel successo dell'attenuazione del rumore

Ci sono **QUATTRO** fattori chiave che determinano l'attenuazione del rumore ottenuta da una barriera di qualsiasi tipo:

1. Geometria

La posizione della barriera rispetto alla fonte di rumore.

2. Assorbimento del rumore

Il grado con cui la barriera assorbe il suono, piuttosto che semplicemente rifletterlo. Quando il rumore si riflette, può riverberare, aggravando l'inquinamento acustico.

3. Massa della barriera

Una massa maggiore offre una maggiore attenuazione del rumore (cioè si traduce in una maggiore perdita di trasmissione), ma per ragioni di praticità, una barriera deve anche rimanere gestibile in termini di dimensioni e peso, specialmente se deve essere portatile.

4. Estetica della barriera

Se le barriere sono fabbricate secondo standard elevati e presentano un'immagine professionale, la percezione delle loro prestazioni aumentano notevolmente.

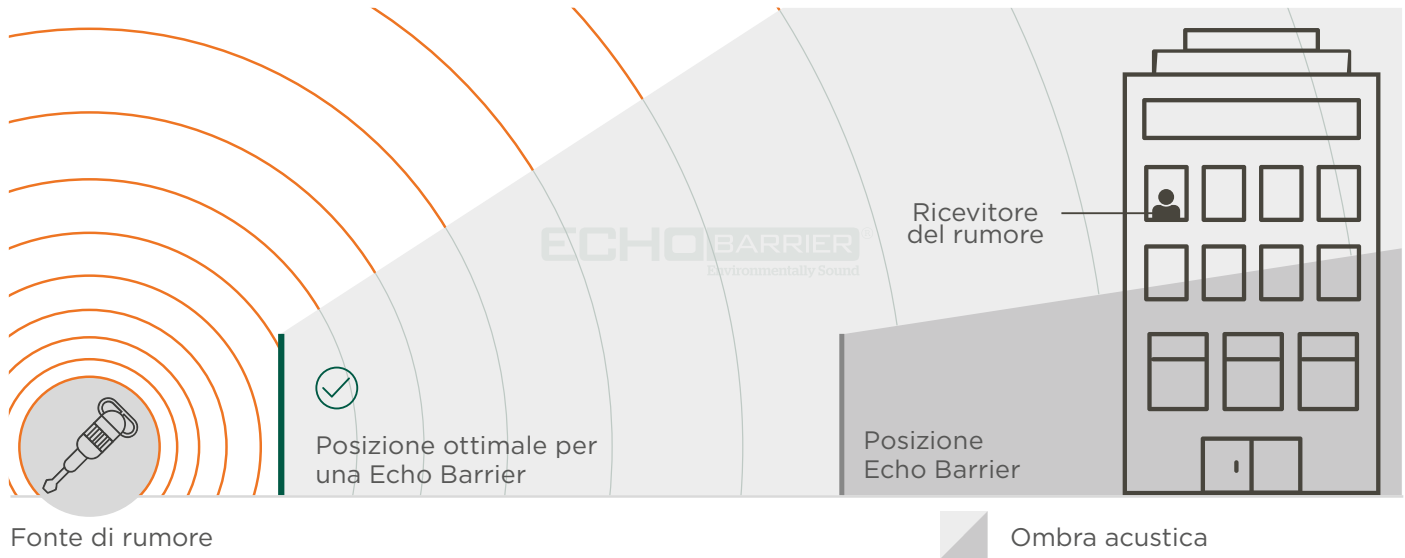
Ulteriori dettagli su ciascuno di questi fattori a seguire.



A. Geometria

Configurazione ottimale e attenuazione del rumore con il sistema modulare Echo Barrier

Figura 1: Geometria della barriera: la chiave per una riduzione del rumore ottimale



La geometria della riduzione del rumore riguarda le relative posizioni di:

1. qualsiasi barriera,
2. la fonte del rumore che si intende attenuare,
3. e il ricevitore del rumore (l'orecchio umano).

Più la barriera viene avvicinata alla fonte di rumore, maggiore è la riduzione del rumore, poiché l'ombra acustica della barriera diventa più grande, proprio come l'ombra visiva di un oggetto diventa più grande quando viene posizionata più vicino a una fonte di luce. Se una barriera è più alta, aumenta anche la dimensione dell'ombra acustica e riduce la quantità di suono che passa al di sopra della barriera.

Il suono ad alta frequenza è più direzionale rispetto al suono a bassa frequenza. Ciò significa che i suoni a più alta frequenza che incontrano una barriera sono più facili da attenuare rispetto a quelli a bassa frequenza, che è più probabile che si rifrangano e 'diffondano' per e dalla barriera.

Per un'attenuazione ottimale del suono a bassa frequenza, una barriera dovrebbe essere il più alto possibile. Il sistema modulare di barriere acustiche di Echo Barrier può rispondere a questa esigenza, poiché le barriere possono essere facilmente assemblate per creare un «muro» acustico o una «tenda».

B. Assorbimento acustico

La tecnologia brevettata di Echo Barrier assorbe il suono, non lo riflette

Essenzialmente, ci sono tre tipi di barriere che si possono utilizzare per gestire il rumore:

1. barriere massicce e pesanti fatte di materiali duri come legno, metallo o vetro;
2. «coperte acustiche» basiche e barriere acustiche convenzionali che fanno uso di materiali generici di assorbimento del suono come fibra di vetro e lana di roccia, e
3. barriere acustiche high-tech Echo Barrier, che sono costruite attorno a un composito leggero che è altamente fonoassorbente

La capacità dei materiali di assorbire il suono varia da 0 (riflessione totale del suono) a 1 (assorbimento del suono del 100%, cioè riflessione zero). I materiali duri come il legno, il PVC, l'acciaio e il vetro si comportano infatti come specchi acustici, riflettendo il suono che li colpisce e creando un'eco. Ciò significa che una barriera fatta di materiali duri può causare l'amplificazione del rumore piuttosto che l'attenuazione, l'opposto dell'effetto desiderato. Al contrario, il composito hi-tech brevettato che forma il cuore della Echo Barrier «ammortizza» e assorbe il rumore. Di fatto, a certe frequenze assorbe il 100% del suono.

I materiali morbidi e fonoassorbenti utilizzati nelle «coperte acustiche» basiche e nelle barriere acustiche convenzionali, come la fibra di vetro e la lana di roccia, sono pericolosi da maneggiare.

Le innovative barriere Echo Barrier, tuttavia, non contengono componenti pericolosi e sono facili da maneggiare. Inoltre, il composito leggero di Echo Barrier supera ampiamente i tradizionali materiali fonoassorbenti quando si tratta di attenuare il suono a bassa frequenza.

Anche materiali convenzionali come fibra di vetro e lana di roccia assorbono l'acqua, che può ridurre le loro prestazioni del 50%. L'innovativo composito di Echo Barrier è protetto (BSEN60529: 1992 IPX6 / IPX9) da una membrana impermeabile, in modo che le Echo Barriers possano resistere alle intemperie e essere lavate a getto, in sicurezza e senza rischi per la loro efficacia.

C. Dimensioni della barriera

Massa e peso: un equilibrio efficace e pratico

In generale, la massa di una barriera ha un impatto importante sulla trasmissione del suono: più il materiale è pesante, meno esso vibra e di conseguenza meno suono passa attraverso di esso. In pratica, il suono tende a passare sopra una barriera piuttosto che attraverso di essa, quindi può essere vantaggioso per una barriera essere più alta piuttosto che semplicemente più massiccia.

Affinché una barriera antirumore portatile sia efficace contro il rumore e gestibile fisicamente, è necessario raggiungere l'equilibrio ottimale tra massa, peso e dimensioni. Il sistema modulare di barriere compatte Echo Barrier è stato concepito appositamente per raggiungere questo equilibrio ottimale.

Nel cuore di ogni Echo Barrier è presente un composito leggero ma altamente fonoassorbente. Le barriere sono state progettate per una facile e rapida configurazione al fine di fornire la massima attenuazione del rumore nonostante le diverse geometrie del sito. I vari componenti del sistema Echo Barrier possono essere posizionati, combinati e stratificati per fornire la migliore risposta possibile alle particolari condizioni e sfide di un progetto. Per creare una parete o una tenda acustica, possono essere collegate verticalmente, lateralmente o essere raddoppiate in spessore (permettendo un aumento sostanziale della riduzione del rumore).

Design intelligente

L'assorbimento del suono a bassa frequenza ottenuto dal composito brevettato di Echo Barrier è paragonabile alle prestazioni dei materiali fonoassorbenti convenzionali spessi il doppio. Di conseguenza, le Echo Barrier sono molto più sottili e più leggere delle barriere acustiche convenzionali e offrono lo stesso livello di prestazioni sia in condizioni di aridità che di umidità.

Se le barriere devono raggiungere la attenuazione ottimale del rumore, devono essere particolarmente efficaci nell'assorbire le frequenze nell'intervallo tra 300Hz-800Hz (basse/medie frequenze). Le frequenze più alte, al confronto, sono relativamente facili da bloccare. Qualsiasi barriera fonoassorbente (compresa la Echo Barrier) deve avere uno spessore minimo di 25mm/1» per essere efficace. Per assorbire le basse frequenze (ad esempio 250Hz), i materiali

fonoassorbenti convenzionali devono avere uno spessore di 100 mm/4». Di conseguenza, le coperte basiche che assorbono il suono possono diventare eccessivamente pesanti e ingombranti per essere efficaci su tutta la gamma del suono. Questi problemi non si verificano con la gamma modulare di barriere acustiche di Echo Barrier, che sono leggere di per sé e possono essere facilmente stratificate per fornire ulteriore spessore e attenuazione del suono.

Portabilità e riconfigurazione

Nel corso di un progetto, le geometrie tra barriere, sorgenti di rumore e ricevitori di rumore cambiano frequentemente, a volte costantemente. Man mano che le condizioni cambiano, le misure di attenuazione del rumore dovrebbero essere misurate più volte per ottenere risultati ottimali.

Le barriere rigide e massicce non sono «portatili», dal momento che sono troppo pesanti e ingombranti per essere riconfigurate o spostate nel corso di un progetto. Al contrario, Echo Barrier offre un sistema modulare di barriere acustiche portatili che non sono solo efficaci nell'attenuare il suono, ma anche facili e veloci da installare. Offrono flessibilità e favoriscono l'ottimizzazione costante delle prestazioni quando le circostanze e le esigenze cambiano.

Test indipendenti hanno dimostrato che, sul campo, Echo Barrier può fornire non meno di tre volte l'attenuazione alle basse frequenze che è stata registrata negli stessi test di laboratorio svolti da Echo Barrier e successivamente pubblicata.

D. Estetica della barriera

Il look importa davvero

Le Echo Barriers sono rifinite a mano per garantire una durata eccezionale e una qualità di presentazione visiva senza rivali.

I prodotti di Echo Barrier si dimostrano quindi un vantaggio quando si tratta di proiettare un'immagine aziendale professionale e responsabile nel luogo in cui sono utilizzate. È possibile stampare sulle barriere i loghi di marca e messaggi diretti alla comunità, migliorando la consapevolezza e la comunicazione del marchio.

Ricerche indipendenti hanno dimostrato che l'evidente qualità dei prodotti Echo Barrier migliora la percezione delle loro già eccezionali prestazioni. In particolare, la presentazione di alta qualità dei prodotti di Echo Barrier ha indotto gli intervistati della ricerca a percepirle come molto più efficaci nell'attenuare il suono rispetto alle tipiche barriere dall'aspetto trasandato. Le percezioni positive di questo tipo riducono la probabilità di reclami da parte di persone nelle vicinanze di un sito. Le Echo Barriers, che possono essere lavate a getto, mantengono il loro aspetto per tutta la loro vita utile, rimanendo un vantaggio visivo oltre che pratico.

Facilità d'uso, sicurezza & responsabilità ambientale

Le innovative barriere acustiche di Echo Barrier sono progettate per un facile trasporto e per una rapida installazione e smontaggio.

Rispetto alle barriere acustiche convenzionali, un sistema Echo Barrier può essere installato due volte più rapidamente e con la metà del personale. Ciò crea ovvi risparmi, e un rapido dispiegamento si dimostra inestimabile per

svolgere progetti con poco tempo a disposizione per essere terminati, come la manutenzione delle ferrovie notturne e i lavori stradali urgenti. Echo Barrier offre un kit di installazione rapida dedicato per le sue barriere leggere e queste possono essere semplicemente arrotolate per una facile conservazione e trasporto.

Nel corso di un progetto, le barriere possono essere prontamente riconfigurate in risposta a cambiamenti nella geometria del sito e requisiti diversi per l'attenuazione del rumore. Possono anche essere collegati verticalmente, lateralmente e essere raddoppiati di spessore, per creare una parete acustica o una tenda.

Salute & Sicurezza

Echo Barrier è costruito con un innovativo composito hi-tech che è stato rigorosamente testato, sia in laboratorio che sul campo. Non contengono materiali fibrosi come lana di roccia e fibra di vetro (usati in coperte acustiche e barriere acustiche convenzionali), che possono risultare pericolosi, poiché irritano la pelle e possono causare dermatiti. Le coperte non solo eventualmente potrebbero lacerarsi o strapparsi, rilasciando fibre, ma possono anche ospitare grandi quantità di polvere, che può rivelarsi un rischio respiratorio. Inoltre, la sottigliezza e la leggerezza di Echo Barrier rendono la sua manipolazione facile e sicura, sono inoltre resilienti e resistenti, quindi non soggette a strappi o lacerazioni.

Responsabilità ambientale

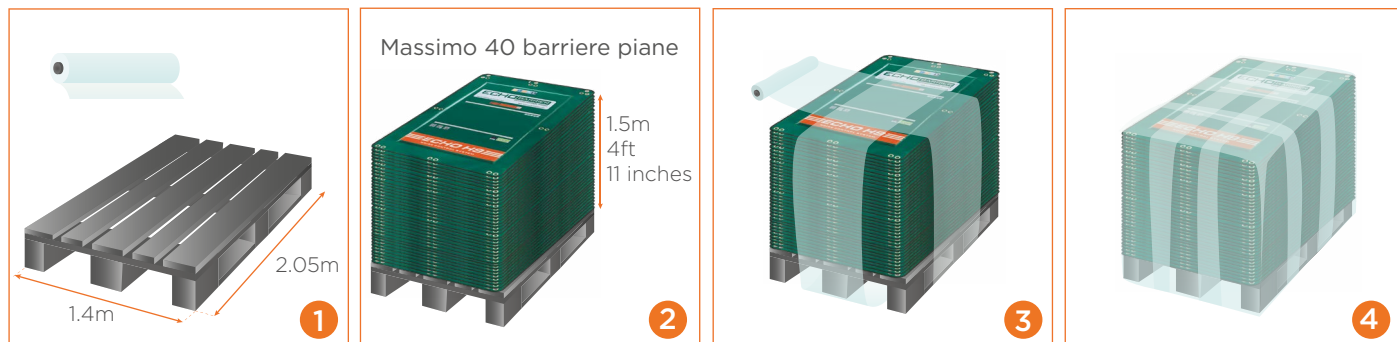
Echo Barrier è orgogliosa di affermare che l'ultima generazione di barriere acustiche incorpora una notevole percentuale di materiali riciclati. Tutte le barriere restituite alla fine del loro ciclo di vita a Echo Barrier sono riciclate o smaltite secondo le rigorose indicazioni fornite dalla Carbon Footprint Association.

3.4 Echo Barrier vs altre barriere acustiche - checklist

Caratteristica	Echo Barrier	Altra Barriera	Motivo
Performance acustica			
Impermeabile (secondo il BSEN60529)	√		Ristagno d'acqua compromette le prestazioni fino al 50%
3kg/m2 o 5lb/yd2 > peso > 2,5kg/m2 o 4lb/yd2	√		Peso ottimale per la maggior parte delle applicazioni
Assorbimento acustico > 80% (300Hz - 800Hz) 40mm	√		Ottieni le massime prestazioni sul campo
40mm o 1,5" > spessore > 25mm o 1"	√		Efficace assorbimento del suono - ma comunque sottile
Kit di installazione rapida	√		Facile ottimizzazione con la geometria del sito/ Implementazione rapida
Estetica	√		Migliora notevolmente la percezione dell'efficienza dell'attenuazione del rumore
Le barriere possono essere raddoppiate in loco	√		Aumentare l'attenuazione dove necessario
Performance: voti totale su 7 possibili	7		
Praticità e gestione del sito			
Kit di installazione rapida	√		Installa 2x più velocemente con 1/2 del personale
Leggera	√		Migliore e più facile maneggevolezza
Nessuna fibra di vetro/lana di roccia	√		Non dannosa per la pelle
Nessuna ritenzione idrica	√		Meno peso/confusione/muffa
Nessun trattenimento della polvere, poichè non porosa	√		Evitare rischi respiratori - malattie causate dalla polvere
Funzionalità di progettazione: roll-up (avvolgimento)	√		Migliore e più facile gestione/stoccaggio/trasporto manuale
Kit di adattamento per tenda da posizionare sui ponteggi	√		Installazione più rapida con meno personale
Vita minima di 5 anni (durevole e ben fatta)	√		Rapporto qualità-prezzo
Sito: voti totali su 8 possibili	8		
Sicurezza e protezione del sito			
Nessuna fibra di vetro/lana di roccia	√		Non dannosa per la pelle
Nessuna trattenimento della polvere, poichè non porosa	√		Evitare rischi respiratori - malattie causate dalla polvere
Resistente al fuoco	√		Rischio di incendio ridotto
Leggera	√		Migliore e più facile maneggevolezza
Due strisce catarifrangenti	√		Visibilità notturna
Cavo di sicurezza antifurto	√		Ridotte possibilità di furti sul sito
Sicurezza: voti totali su 6 possibili	6		
Estetica e immagine aziendale			
Materiali e fabbricazione di alta qualità	√		Immagine aziendale sul sito combinata con la durata
Opzioni di colore	√		Armonizza il marchio aziendale con l'ambiente
Stampa di loghi, messaggi, dettagli di contatto ...	√		Marchio aziendale, immagine aziendale e marketing
Vita minima di 5 anni (durevole e ben fatta)	√		Sito professionale e ben gestito nel periodo del progetto
Esthétique: points sur 4 possibilités	4		
Riciclaggio			
Ampio uso di materiali riciclati	√		Impronta di carbonio sostanzialmente ridotta
Politica globale di riciclaggio	√		Ecologicamente responsabile
Riciclaggio: voti totali su 2 possibili	2		
Costi di acquisto - Ritorno sugli investimenti (ROI)			
Costo per barriera diviso per la sua durata di vita media	√		La norma del settore va dai 6 mesi ai 2 anni. La durata prevista della gamma Echo Barrier H9 e H10 è di 3-5 anni se all'aperto, mentre fino a 10 anni in ambienti chiusi.
Totale voti della checklist su 28 possibili	28		

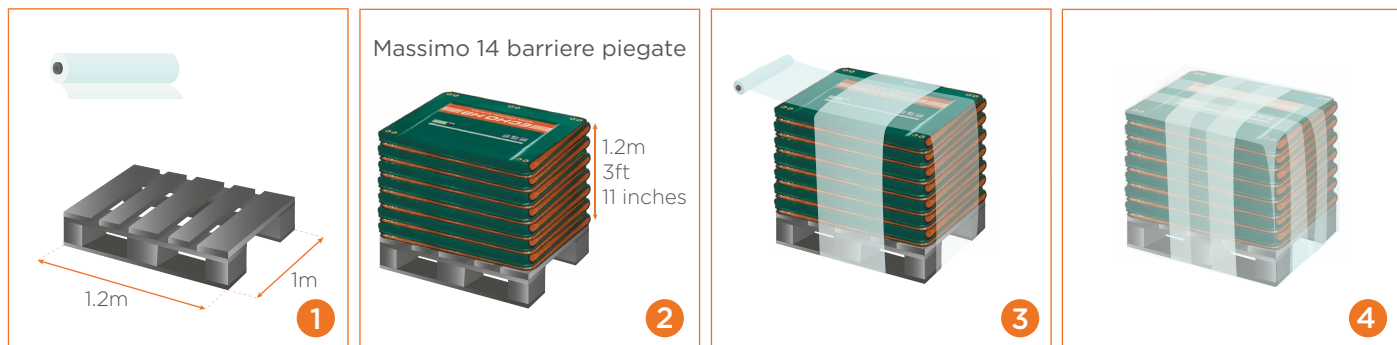
4. Stoccaggio & trasporto

4.1 Pallet grande 2.05 m x 1.4 m o 80" x 55"



1. Accertarsi che il pallet sia in buone condizioni, assi spezzate o chiodi sporgenti potrebbero danneggiare le barriere Echo Barrier.
2. Posizionare le barriere sul pallet. Quando si impilano le barriere, la pila non deve superare le 40 barriere.
3. Incellofanare le barriere sul pallet, avvolgendoli sia verticalmente che verticalmente.
4. Incellofanare l'intero pallet per fissare le pile di barriere al pallet.

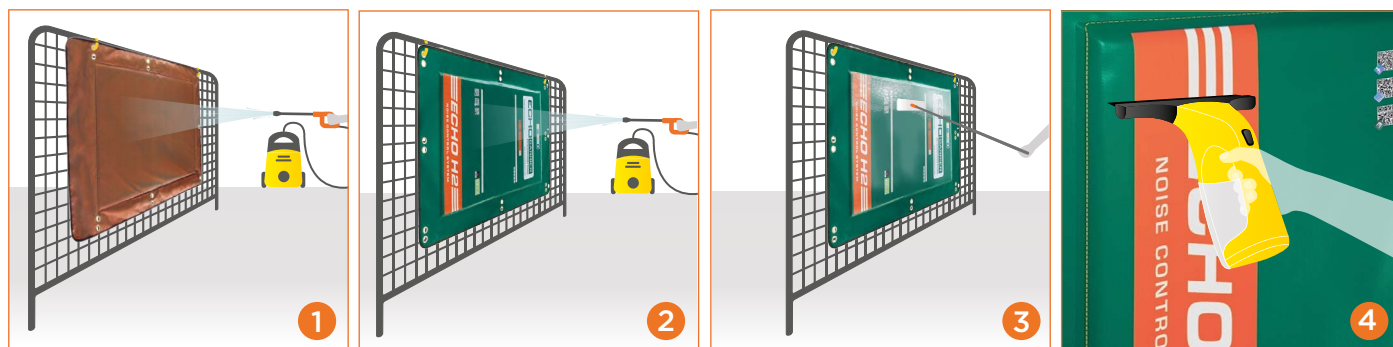
4.2 Pallet piccolo 1,2 m x 1,0 m o 47" x 39"



1. Accertarsi che il pallet sia in buone condizioni, assi spezzate o chiodi sporgenti potrebbero danneggiare le barriere Echo Barrier.
2. Piegare ciascuna barriera a metà. Impilare le barriere sul pallet, alternando la direzione dei bordi piegati. Ciò assicurerà che lo stack sia pulito e stabile.
3. Incellofanare i pannelli sul pallet, avvolgendoli sia verticalmente che verticalmente.
4. Incellofanare l'intero pallet per fissare le pile di barriere al pallet.

5. Pulizia

5.1 Istruzioni per la pulizia



1. Appendere la barriera di Echo Barrier su una recinzione, con la parte posteriore (lato mesh/griglia) rivolta verso di sé.
2. Lavare a pressione la rete dall'alto verso il basso.
3. Se necessario, strofinare la rete con acqua calda e sapone e una spazzola rigida. Lavare a pressione la rete nuovamente per rimuovere sapone e residui.
4. Utilizzando un aspiratiliquidi con un accessorio tergovetro (Kaercher o simile), rimuovere l'acqua superficiale dalla rete.

Capovolgere la barriera di Echo Barrier e appenderla con il lato anteriore (lato verde) rivolto verso di sé.

1. Lavare a pressione lo sporco superficiale dalla parte anteriore della barriera.
2. Strofinare la parte anteriore della barriera con acqua calda e sapone con una spazzola rigida.
3. Lavare a pressione la parte anteriore della barriera per rimuovere sapone e residui. Usando l'aspiraliquidi, rimuovere l'acqua superficiale dalla parte anteriore della barriera, in modo che la barriera sia asciutta al tatto.

NOTA: Se l'acqua di superficie non viene rimossa dalla barriera prima dello stoccaggio, è possibile che la barriera non risulti pulita una volta asciutta. Impilare la barriera sul pallet.

5.2 Rimozione dei graffi

1. Posizionare la barriera stesa, piana.
2. Versare il prodotto di rimozione rapida in un flacone spray, spruzzare sull'area interessata e lasciare agire per un minuto.
3. Usando un panno asciutto, pulire l'area interessata. Questo rimuoverà il 60-80% dei graffi.
4. Per rimuovere i graffi rimanenti, applicare un prodotto di rimozione rapida su un panno/una spugna asciutti e strofinare i graffi.
5. Una volta rimossi tutti i graffi, pulire la barriera (seguendo le istruzioni nella sezione 5.1), per lavare via tutte le tracce del prodotto di rimozione rapida.

6. Riparazione

Metodo di riparazione della barriera



Parte anteriore della barriera:

1. Identificare l'area danneggiata e ritagliare una toppa pulita per adattarla alla zona interessata. La toppa dovrà essere leggermente più grande dell'area danneggiata e idealmente rettangolare.
2. Riscaldare delicatamente i bordi dell'area danneggiata con una pistola termica, facendo attenzione a non fondere la superficie della barriera. Posizionare la toppa sull'area danneggiata, assicurandosi che i bordi siano coperti da quest'ultima.
3. Usando la pistola termica, riscaldare i bordi sia della toppa che dell'area danneggiata. Senza fonderli, dovranno diventare sufficientemente morbidi da essere compressi insieme.
4. Utilizzare un rullo rigido unire insieme la toppa e i bordi dell'area danneggiata, assicurandosi che non si separino una volta che raffreddati. Se necessario, applicare più calore mentre si rulla.
 - Se la toppa è di dimensioni considerevoli, avviare il processo di riparazione da un'estremità e lavorare in piccoli stadi fino al completamento del processo per l'intera toppa.

Retro della barriera:

1. Identificare l'area della griglia/mesh danneggiata e tagliare una toppa di mesh pulita per adattarla. La toppa dovrà essere leggermente più grande dell'area danneggiata e idealmente rettangolare.
2. Posizionare la toppa sull'area danneggiata, assicurandoti che i bordi siano coperti da essa.
3. Usando la pistola termica, riscaldare i bordi sia della toppa che dell'area danneggiata. Quando la mesh inizia a restringersi sui bordi della toppa e dell'area danneggiata, è giunto il momento di premere ed unire insieme la toppa e il corpo principale della mesh.
4. Utilizzare un rullo rigido per unire la toppa e i bordi dell'area danneggiata, assicurandosi che non si separino una volta raffreddati.
 - Se la toppa è di dimensioni considerevoli, avviare il processo di riparazione da un'estremità e lavorare in piccoli stadi finché il processo non è stato completato per l'intera toppa.
 - Se si eseguono più riparazioni contemporaneamente, si scoprirà inevitabilmente che il rullo rigido si scalderà, il che faciliterà il processo.
 - Il rullo può diventare caldo, quindi fare attenzione a non toccare le parti metalliche.

In tutti i casi si prega di fare riferimento alla stima del rischio valutato dalla tua azienda.

7. Warning Signs

È necessario seguire le istruzioni di installazione e in particolare prestare attenzione agli avvertimenti. Si prega di eseguire la scansione del seguente codice qr per accedere al manuale d'uso che include le istruzioni di installazione.



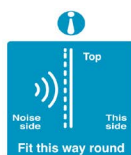
Warning - High temperature:

Placement of Echo Barrier panels under direct sunlight may cause extremely high temperatures on the panel surface. Do not touch without adequate protection.



Information - Sub-zero resistance:

Echo Barrier panels are cold resistant subject to BSEN 60068/2/1:2007. (Please see section 2.8 on page 18 for details)



Instruction - Fit this way:

The front of Echo Barrier panels must face the noise receiver. The back must face the noise source. (Please see section 2.4 on page 11 for details)



Information - Sub-zero resistance:

Echo Barrier panels are cold resistant subject to BSEN 60068/2/1:2007. (Please see section 2.8 on page 18 for details)



Information - Water resistance:

Echo Barrier panels are water resistant subject to BSEN 60529:1992 IPX9. (Please see section 2.8 on page 18 for details)

8. USA Terms & Conditions

ECHO BARRIER USA, LLC STANDARD TERMS OF BUSINESS

8.1 General

The following Standard Terms and Conditions of Sale (“Term”) are applicable to all sales, or licenses made by **Echo Barrier USA, LLC** having its registered office its at 150 N. Michigan Ave., #2800, Chicago IL, 60601 (here in after referred to as “**Supplier**”) and the purchase of any Echo Barrier USA, LLC products is expressly conditioned upon Customer’s consent to these Terms.

All sales are subject to written confirmation by Supplier. Receipt by Customer of Supplier’s acknowledgment of an order without prompt written objection thereto shall constitute acceptance by Customer of these Terms.

Customer must respond to Supplier’s notice of acknowledgment within five (5) days of receipt of such acknowledgment or Customer will waive its right to cancel the order.

8.2 Definitions

respond to Supplier’s notice of within five (5) days of receipt of such or Customer will waive its right to “Contract” means the agreement, which incorporates these Terms and Conditions, and any other agreement, written and signed

by the Supplier, regarding the purchase of the Goods made between the Supplier and the Customer;

“Customer” means the company, organization, individual, or any other party purchasing the Goods from the Supplier;

“Goods” means the any product, accessory, machine, article, tool, and/or device, in whole or in part, which is supplied by Supplier to Customer in accordance with any signed Contract;

“Force Majeure” means any circumstances that are beyond the reasonable control of a Party, such as (but not limited to) unforeseeable and unavoidable conditions, natural disasters, fire, torrents and earthquakes.

“Supplier” means Echo Barrier USA, LLC, its employees, agents, and/or duly authorized representatives.

8.3 Product Price Quotations

The quotations or tenders are noncommittal in nature. No contract shall arise until a written acknowledgment from Supplier accepting the Customer’s order, is sent by Supplier to the Customer.

Because no contract is formed until Supplier acknowledges Customer's order, these Terms shall supersede any and all terms of Customer. Supplier will be entitled to adjust agreed prices on the basis of the average change in the cost price of the goods or services to be delivered and/or activities to be performed by the supplier. The adjustment of agreed prices and rates will apply as of the beginning of the first month after the Customer has been notified in writing of the adjustment.

The weights, dimensions, capacities, performance ratings and other data on Supplier's catalogs, prospectus, circulars, advertisements, price lists and instructions sheets are mentioned only as general information. They are only approximate and shall not bind Supplier.

8.4 Delivery

Unless otherwise specified by the parties in writing, the Goods are to be shipped to Customer's place of business. The method and agency of transportation and routing will be designated by the Supplier. In the event the Customer requests alternative shipment or routing, extra packing, shipping and transportation charges thereby resulting will be charged to the Customer's account.

8.5 Risk of Loss

The risk of loss in the Goods will pass immediately to the Customer when they leave

the physical possession or control of the Supplier. Supplier is not responsible for any damage in shipment. Supplier shall further be entitled, to the exclusion of any other remedy for the Customer's failure to take the products, to recover any expenses properly incurred in performing the Contract and not covered by payments received for the goods delivered.

8.6 Delays in Delivery

Where a specific shipping date is not designated in a writing signed by the Supplier, the Supplier shall not be responsible for any delays in filling those orders, nor shall he be liable for any loss or damages resulting from such delays. If a specific shipping date is specified in the order or later agreed to by the Supplier, then the Supplier shall not be liable for any delays in filling this order caused by delays resulting from any and all conditions beyond the control of Supplier, including but not limited to, (a) accidents to or malfunctions of Supplier's or Supplier's subcontractors' or suppliers' machinery; (b) differences with employees, strikes, or labor shortage; (c) fire, floods, hurricanes or other natural disaster; (d) supplier or subcontractor delays, including any quantity or quality defects; (e) delays caused by an instrumentality of the United States Government or any government; (f) delays in the transportation; (g) restriction imposed by any governmental regulation, whether valid or invalid; or other cause beyond the control of the Supplier, or any condition without the sole fault or negligence of the Supplier.

Under no circumstances shall Customer be entitled to any damages for Supplier's failure to ship on time, and Customer agrees to indemnify, defend and hold Supplier harmless against any costs and expenses related to any claims for lost profits or other consequential damages based on Supplier's failure to deliver timely.

8.7 Payment

Unless otherwise stated payment for the Goods shall be received by Supplier within thirty (30) days net from the date of the issuance of the invoice. In the event Supplier feels insecure concerning payment by Customer, Supplier reserves the right to require cash or letter of credit payment terms. In the event payment is not received when due, interest shall be due at the rate of two percent (2%) on the unpaid portion of the invoice sum for each period of thirty (30) days or part thereof from the due date. Customer shall pay all of Supplier's costs of collection of any amounts past due, including, but not limited to attorneys' fees, court costs, witness fees, travel and lodging, etc.

Supplier has the right to refuse to deliver Goods if Customer is past due on any of its debts to Supplier. Furthermore, Supplier shall have the right to retake all goods immediately unless other written arrangements have been made concerning payment only if Customer is past due. Customer agrees to make all goods available, shipping ready, for Supplier, within five (5) days of receiving notice from Supplier of its intention to retake the goods.

Supplier will be entitled to apply payments made by Customer first to pay those claims it deems appropriate, including interest, late charges, costs of collection, etc.

Customer will not be entitled to suspend its payment obligations to Supplier and/or to offset them with any obligations of Supplier to Customer. Customer will not be entitled to dissolve the Contract with Supplier if Customer is in default.

If Customer does not fulfill its payment obligations to Supplier completely or within the applicable payment period, Supplier will be entitled to suspend its obligations to Customer completely and/or not to perform them.

8.8 Limited Manufacturer's Warranty

All Echo Barrier USA, LLC products are subject to the Limited Manufacturer's Warranty attached hereto as Exhibit 1. Supplier is not authorized to make any warranties on behalf of Echo Barrier USA, LLC except as indicated in Exhibit 1. Customer agrees that any claim directed against Echo Barrier including, but not limited to, defects in the product, shall be directed against Supplier and not any parents or subsidiaries of Supplier.

8.9 Intellectual Property Rights

Except for products subject to a licensing agreement between Supplier and Customer, all intellectual property rights to, ownership of and interest in all goods, trademarks, trade names, logos, distinctive marks, designs, and other materials created and/or made available by the Supplier hereunder or within the framework of the relationship between Customer and Supplier are vested exclusively in the Supplier. The Customer shall not reproduce, transfer, grant, assign, license or use the goods, distinctive marks, and designs and other materials created and/or made available by the Supplier and/or otherwise act as maker of and/or party entitled to such rights, except in accordance with these Terms.

The Customer will not be permitted to remove or alter indications concerning intellectual property rights and concerning the confidential nature of information from goods, services, programs, works, distinctive marks, inventions, designs, models and other materials created and/or made available by the Supplier and goods delivered.

The Customer will not be entitled to alter - or have altered, - modify, have modified, adapted or otherwise reconfigured, distinctive marks or intellectual property made available by the Supplier.

The Customer will indemnify the Supplier

against claims of third parties based on the allegation that by using materials made available by the Customer, the Supplier has infringed the intellectual property rights of third parties.

Supplier makes no warranty concerning the appropriateness of the goods, services or programs to the purposes for which Customer or its customers are acquiring the same. Moreover, Supplier makes no warranty that the good, services, programs or other intellectual property of Supplier does not infringe the rights of third parties and Supplier, and shall be under no obligation to protect Customer from any claims made by third parties for any reason.

8.10 Cancellation Privileges

Supplier may cancel any Contract if Customer is in default of the payment of any obligations pursuant to or any Contract between the parties, or if in the sole judgment of Supplier, Customer's financial condition and responsibility has become materially impaired. In addition, Supplier shall have the right to recover damages for nonperformance, and any unpaid installments due on account of this or any other Contract between the parties shall become immediately due and payable. If the Customer - validly - cancels the Contract, the Customer will be obliged to compensate the Supplier for any costs incurred by the Supplier in connection with making the offer and entering into the Contract and the damage and/or loss arising from the cancellation.

The Supplier will be entitled to terminate the Contract unilaterally with immediate effect, fully or in part and/or to suspend performance of its obligations under the Contract with immediate effect if:

- a. the Customer has failed to fulfill one or more of its obligations under this or any other Contract or sales terms;
- b. Customer has suspended payments or has sought the protection of the Bankruptcy Courts;
- c. a petition for the involuntary bankruptcy of the Customer has been filed;
- d. the Customer's property on Supplier's premises has been attached in execution;
- e. a resolution for the dissolution and/or winding up of the Customer has been adopted;
- f. the enterprise operated by the Customer has been fully or partly transferred to a third party.

The Supplier will never be liable with respect to the Customer for any damages arising from termination of the Contract or from the suspension of obligations under the Contract for the aforementioned reasons.

If the Contract is terminated, performance of the Contract already received by the Customer and the payment obligations of the Customer in connection with it will remain. The amounts

invoiced by the Supplier for performance prior to or upon termination of the Contract will be immediately due and payable after termination. Customer agrees to pay any of Supplier's costs, damages, attorneys' fees and other expenses associated with Supplier's termination of any Contract with Customer pursuant to the terms of this section.

8.11 Confidentiality and Non-Disparagement

Customer agrees to use its best efforts to maintain in confidence the existence of these Terms & Conditions, the underlying allegations associated with these Terms & Conditions, the basis Customer asserts in requesting any refund, the contents and terms of these Terms & Conditions and the consideration for these Terms & Conditions (hereinafter collectively referred to as «Confidential Information»). Unless otherwise provided herein, Customer hereto agrees to take every reasonable precaution to prevent disclosure of any Confidential Information to third parties, and agrees that there will be no publicity, directly or indirectly, concerning any Confidential Information. Customer agrees to refrain from any disclosure of Confidential Information, disparagement, criticism, defamation, slander of the other, or tortious interference with the Contracts and relationships of Supplier. The Parties agree that in the event of a breach of this section it is and will be impracticable and extremely difficult to determine the actual damages suffered by Supplier and that Supplier will suffer an irreparable injury, such that no

remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Therefore, the parties have agreed that in order to compensate Supplier for its loss in the event of breach of this section or other sections of these Terms & Conditions, Customer shall pay to Supplier the purchase price of the product at issue, provided, however, this remedy shall not prevent Supplier from seeking additional damages that it may be entitled to.

8.12 No Representation

Each Party represents that it has carefully read and understands the scope and effect of the provisions of these Terms & Conditions. Neither Party has relied upon any representations or statements made by the other Party which are not specifically set forth in these Terms & Conditions.

8.13 No Admission Of Liability

Each Party acknowledges and agrees that neither these Terms & Conditions, nor any consideration provided pursuant to these Terms & Conditions, shall be taken or construed to be an admission or concession by either Supplier or Customer of any kind with respect to any fact, liability, or fault.

8.14 Costs

If at any time after the effective date of these

Terms & Conditions, Supplier institutes any action or proceeding against Customer relating to the enforcement of these Terms & Conditions, Customer shall reimburse Supplier for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

Subject to the provisions of local law, Supplier shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross action.

8.15 No Oral Modification

These Terms & Conditions may only be amended in a writing signed by all the parties.

8.16 Force Majeure

In case of a Force Majeure event, the Party's obligations that cannot be performed as a result of such Force Majeure event are suspended during the time that the Force Majeure event lasts. If a Force Majeure event is present, the Parties whose obligations are suspended shall notify the existence of such event in writing to the other Party. Customer agrees to indemnify, defend and hold Supplier harmless against any claims made by third parties based on whole or in part on Supplier's inability to perform because of Force Majeure.

8.17 Governing Law

This Agreement shall be construed in accordance with the internal laws of the State of Illinois without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. The prevailing party in any proceeding to enforce the provisions of this Agreement shall be entitled to recover all costs, changes, and expenses, including reasonable fees of attorneys, agents, and others retained by the prevailing party, incurred in such proceeding. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the courts, state and federal, located in the State of Illinois, and the parties hereby consent to the exclusive federal jurisdiction and venue of such courts.

8.18 Arbitration

All disputes and differences of any kind arising under this Agreement, or arising between the Parties including the existence or continued existence of this Agreement and the arbitrability of a particular issue which cannot be settled amicably by the Parties shall be submitted to binding arbitration. The arbitration shall be conducted in Chicago, Illinois, USA, and shall be finally settled in accordance with the Rules of Arbitration of

the American Arbitration Association, by one or more arbitrators appointed in accordance with the above-mentioned rules. The decision of the arbitration tribunal shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction, and no Party shall seek redress against the other in any court or tribunal except solely for the purpose of obtaining execution of the arbitral award or of obtaining a judgment consistent with the award.

8.19 Entire Agreement

This Agreement and the Exhibits and Schedules attached hereto, constitute the entire agreement and understanding between the parties relating to the subject matter hereof and thereof and supersedes all prior representations, communications and arrangements, whether oral, written or inferred, between the parties relating to the subject matter hereof. This Agreement may not be modified or amended, except upon a written instrument executed by a duly authorized representative of each of the parties hereto. For portions of this Agreement that have not been completed, the parties agree to act in good faith in the completion of this Agreement.

8.20 Severability

Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

8.21 Manufacturer's Limited Warranty

Echo Barrier USA, LLC ("SUPPLIER") warrants that the purchased Echo Barrier USA, LLC Goods sold to the first end user ("CUSTOMER") will be free of manufacturing defects in workmanship and materials under normal use subject to limitations described below and will be fitted and maintained strictly in accordance with the manufacturer's instructions for a period as provided in Section IV of this Limited Warranty.

This Limited Warranty applies only to the first end user of the Goods and becomes void on the transfer or sale of the Product or the use of the Product by any party other than CUSTOMER.

INSTALLATION AND MAINTENANCE REQUIREMENTS

- a. This Limited Warranty applies only if:
 1. The Goods are installed by the SUPPLIER or installation by third party that is authorized by the SUPPLIER in writing and is done according to the SUPPLIER's instructions furnished to CUSTOMER at the time of purchase; and
 2. The Goods are not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SUPPLIER, or damage done to the product by anyone other than SUPPLIER.

METHOD FOR OBTAINING WARRANTY SERVICE

- a. To obtain a replacement product under this Limited Warranty, CUSTOMER must provide SUPPLIER with a written notice of any alleged defect within the warranty period stated in Section V and within ten (10) days of its discovery. At SUPPLIER'S option, CUSTOMER must grant SUPPLIER access to site where the defective Goods are installed or ship the defective Goods to SUPPLIER, at the address shown below, with mailing or shipping charges prepaid ("Warranty Claim Procedures").

- b. All correspondence is to be sent to:

Shipping Address:

Echo Barrier USA, LLC,
150 N Michigan Ave, (Suite 2800)
Chicago IL 60601

WARRANTY SERVICES PROVIDED

- a. If the SUPPLIER deems the Goods to be defective, and the Goods are returned within the applicable warranty period described below, SUPPLIER'S obligations under this Limited Warranty shall be limited to either repairing or replacing the Goods, at SUPPLIER'S sole discretion, if such defect was caused solely by defective workmanship and materials. Such repair or replacement shall be SUPPLIER'S sole obligation and CUSTOMER'S exclusive remedy hereunder and shall be conditioned upon CUSTOMER fulfilling its obligations under SUPPLIER'S Warranty Claim Procedures.
- b. Pursuant to Subsection (A), SUPPLIER'S warranty services will specifically include providing CUSTOMER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Goods. CUSTOMER shall be responsible for

round-trip freight, insurance and any other shipping charges related to SUPPLIER'S obligations under this warranty.

WARRANTY PERIOD

- a. This Limited Warranty of the Product, and any implied warranties provided to CUSTOMER by state law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for a period of one (1) year from the date of purchase.

EXCLUSIONS FROM WARRANTY

- a. The following is not included under this Limited Warranty:
1. Unauthorized disassembly or repair
 2. Damage due to improper handling;
 3. Normal wear and tear;
 4. Damage as a result of repair or part replacement not authorized by SUPPLIER;
 5. Misuse or abuse by the end-user;
 6. Physical damage to the Product as a result of unreasonable use and/or negligence and;
 7. Installation, operation or maintenance which is not in accordance with SUPPLIER'S written recommendations as contained in SUPPLIER'S engineering manuals.
 8. Tipping over of the Product by wind or other outside forces.

9. EU Terms & Conditions

ECHO BARRIER EU, LLC STANDARD TERMS OF BUSINESS

9.1 Interpretation

1.1 Definitions

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

Contract: the agreement, which incorporates these Conditions, and any other agreement, written and signed by the Supplier, regarding the purchase of the goods made between the Supplier and Customer.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Master Distribution Agreement: means a master distribution agreement entered into

between; (i) the Customer; and (ii) the Supplier or any subsidiary or holding company of the Supplier, or a subsidiary of such holding company from time to time, for the supply of goods similar to the Goods.

Order: the Customer's order for the Goods, as set out in the Customer's order sheet.

Specification: any specification for the Goods as amended from time to time by the Supplier.

Supplier: Echo Barrier s.r.o. Narodna trieda 39, Kosice 04001, Slovakia.

Warranty: means the warranty given by the Supplier in respect of the Goods as set out in the warranty document provided with the Goods on delivery (if any).

1.2 Interpretation

- a. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- b. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- c. a reference to **writing** or **written** includes emails.
- d. to the extent that any term or condition in these Conditions contradicts any term or condition in any Master Distribution Agreement (if applicable) the terms of such Master Distribution Agreement shall prevail.

9.2 Basis of Contract

- 2.1** Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2** The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4** The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained

in any documents of the Customer that is inconsistent with the Contract.

- 2.5** A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

9.3 Goods

- 3.1** The Goods are more particularly described in the Supplier's list of products and services.
- 3.2** The Supplier reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.
- 3.3** The weights, dimensions, capacities, performance ratings and other data on Supplier's catalogues, prospectus, circulars, advertisements, price lists and instructions sheets are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 3.4** The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to the relevant shipment.

9.4 Delivery

- 4.1** The Supplier will deliver the Goods to Customer's normal place of business or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2** Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4** If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.5** The Supplier may deliver the Goods by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

9.5 Supplier's Limited Warranty

- 5.1** The Supplier warrants in accordance with the terms of the Warranty, that on delivery and for the period specified in the Warranty (the «**warranty period**») the Goods shall be free from material defects.

- 5.2** Subject to clause 5.3, if:

- a. the Customer gives notice in writing to the Supplier during the warranty period;
- (i) in the case of a defect that is apparent on normal visual inspection, within 5 Business Days of delivery; or
- (ii) in the case of a latent defect, within 5 Business Days of discovery by the Customer of the latent defect;

that some or all of the Goods do not comply with the warranty set out in clause 5.1;

- b. the Customer provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;

- c. the Supplier is given a reasonable opportunity of examining such Goods; and
- d. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, if it accepts the Goods or part thereof do not comply with the Warranty, at its option, repair or replace the defective Goods or part thereof, or refund the price of the defective Goods or part thereof.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- a. the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- b. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, operation, use and maintenance of the Goods or (if there are none) best industry practice regarding the same;
- c. the Goods are installed by anybody other than the Supplier or a third party authorised by the Supplier to perform such installation;
- d. the Customer alters or repairs such Goods without the written consent of the Supplier;

- e. the defect arises as a result of normal wear and tear, wilful damage, tipping over of the Goods by wind or other outside forces, negligence, improper handling, abnormal storage or working conditions; or
- f. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

9.6 Title and Risk

6.1 The risk in the Goods shall pass to the Customer once they have been delivered to the carrier appointed to deliver the Goods to the Delivery Location.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- d. notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and
- e. give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell (but may not deal in any other way with) the Goods to a third party and pass good title to that third party on the following terms:

- a. the sale is in the ordinary course of the Customer's business; and
- b. until such time as full payment for the

Goods has been made by the Customer, the Customer holds the proceeds of any resale on trust for the Supplier in a separate account in the joint names of the Supplier and the Customer and does not mix them with any other money or pay the proceeds into an overdrawn bank account.

The Customer shall account to the Supplier for the proceeds accordingly and shall make good any shortfall in the amount due to the Supplier.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:

- a. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b. the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9.7 Price and Payment

- 7.1** The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 7.2** The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- a. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - b. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
 - c. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3** The price of the Goods is exclusive of:
- a. value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, the Customer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made; and
 - b. the costs and charges of packaging, insurance and transportation. In addition to the price of the Goods the Supplier shall be entitled to charge the Customer for any packaging, shipping, insurance and transportation costs.
- 7.4** The Customer shall pay the 50% of total amount invoiced to it by the Supplier on order of the Goods ("**Initial Payment**") with the remaining 50% payable either when; (i) the Goods are despatched from the Supplier's premises for delivery to the Customer; or (ii) upon collection of the Goods by the Customer. The Supplier shall not be required to ship any Goods until the Initial Payment is received in cleared funds.
- 7.5** Payment shall be made to the bank account nominated in writing by the Supplier or in such other manner as specified by the Supplier. Time of payment is of the essence.
- 7.6** If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above Lloyds Bank's base rate from time to time.

Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9.8 Termination

8.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract or any other contract which it has with the Customer, with immediate effect by giving written notice to the Customer if:

- a. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- b. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring),

being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- c. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due

under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9.9 Limitation of Liability

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b. fraud or fraudulent misrepresentation; or
- c. any other losses which cannot be excluded or limited by applicable law.

9.2 Subject to clause 9.1:

- a. the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- b. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer under the relevant Order.

9.3 The Supplier shall not be liable for any losses arising from the Customer's subsequent use or misuse of the Goods including (without limitation):

- a. fair wear and tear;
- b. wilful damage;
- c. the Customer's negligence, or that of its agents or employees, or any failure to follow the Supplier's instructions as to use of the Goods;
- d. abnormal working conditions beyond those referred to in the Specification; and
- e. any alteration or repair of the Goods by any manufacturing process or otherwise, save for any latent defect which means that the Good did not comply with the Specification.

9.4 The Supplier is not liable for:

- a. non-delivery, unless the Customer notifies the Supplier of the claim within 7 working days of the date of the Supplier's invoice; or
- b. damage to or loss of all or part of the Goods in transit (where the goods are carried by the Supplier's own transport or by a carrier on behalf of the Supplier), unless the Customer notifies the Supplier within 15 working days of receipt of the Products or the scheduled date of delivery, whichever is the earlier.

9.10 Force Majeure

10.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

9.11 Intellectual Property

11.1 The Customer acknowledges that:

- a. all copyright, database rights, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods

(“**Intellectual Property Right**”) are the Supplier's (or its licensor's) property;

- b. nothing in this agreement shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights. The Supplier asserts its full rights to control the use of its trade marks within the EEA and the Customer shall assist the Supplier as required in preventing parallel importers from diluting the Supplier's rights; and
- c. any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the Supplier or any other owner of the trade marks from time to time.

11.2 The Customer shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods.

11.3 The Customer shall not use (other than pursuant to this agreement) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier owns or claims rights in anywhere in the world.

11.4 If at any time it is alleged that the Goods infringe the rights of any third party or if, in the Supplier's reasonable opinion, such an allegation is likely to be made, the Supplier may at its option and its own cost:

- a. modify or replace the Goods without reducing the overall performance of the Products in order to avoid the infringement; or
- b. procure for the Customer the right to continue using the Goods; or
- c. repurchase the Goods at the price paid by the Customer, less depreciation at the rate the Supplier applies to its own equipment.

11.5 The Customer shall promptly and fully notify the Supplier of:

- a. any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and
- b. any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Goods infringes the rights of any person.

11.6 The Customer agrees (at the Supplier's request and expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 11.5.

11.7 In the event of any claim, proceeding or suit by a third party against the Customer alleging an infringement of any Intellectual Property Right connected with the Goods, the Supplier shall defend the Customer at the Supplier's expense, subject to:

- a. the Customer promptly notifying the

Supplier in writing of any such claim, proceeding or suit; and

- b. the Supplier being given sole control of the defence of the claim, proceeding or suit,

and provided that the Supplier shall not be liable for infringements to the extent that they arise out of or in connection with modifications to the Goods made by anyone except the Supplier or its authorised representative, or out of use or combination of the Goods with products or third party materials not specified or expressly approved in advance in writing by the Supplier, or where the claim, proceeding or suit arises from the Supplier's adherence to the Customer's requested changes to the Specification or from infringing items of the Customer's origin, design or selection.

11.8 The Customer indemnifies the Supplier against claims of third parties based on the allegation that by using materials made available by the Customer, the Supplier has infringed the intellectual property rights of third parties.

11.9 Supplier makes no warranty concerning the appropriateness of the Goods for use outside their permitted purpose.

9.12 General

12.1 Assignment and other dealings.

- a. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- b. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2 Confidentiality.

- a. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 12.2(b). For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- b. Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental

or regulatory authority.

- c. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12.3 Entire agreement.

- a. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

- a. waive that or any other right or remedy; or
- b. prevent or restrict the further exercise of that or any other right or remedy.

12.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7 Notices.

- a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial

courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.8 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

12.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

LIMITATIONS ON WARRANTY

- a. This Limited Warranty is provided by SUPPLIER, and it contains the only express warranty provided to CUSTOMER by SUPPLIER. SUPPLIER does not authorize any other person, including distributors, to give any other warranties on SUPPLIER'S behalf.

SUPPLIER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If CUSTOMER has a claim under this Limited Warranty or under any implied warranties

provided to CUSTOMER by state law, CUSTOMER may not file a court action based on that claim any later than one (1) year after CUSTOMER'S right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

SUPPLIERS LIABILITY

- a. SUPPLIER'S liability with respect to the Product sold by CUSTOMER shall be limited to the warranty provided herein.

SUPPLIER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SUPPLIER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

- b. Without limiting the foregoing, SUPPLIER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of CUSTOMER'S customers or any third party for any such damages.

SUPPLIER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

10. UK Terms & Conditions

ECHO BARRIER UK, LLC STANDARD TERMS OF BUSINESS

10.1 Interpretation

1.1 Definitions

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

Contract: the agreement, which incorporates these Conditions, and any other agreement, written and signed by the Supplier, regarding the purchase of the goods made between the Supplier and Customer.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Master Distribution Agreement: means a master distribution agreement entered into between; (i) the Customer; and (ii) the Supplier or any subsidiary or holding company of the Supplier,

or a subsidiary of such holding company from time to time, for the supply of goods similar to the Goods.

Order: the Customer's order for the Goods, as set out in the Customer's order sheet.

Specification: any specification for the Goods as amended from time to time by the Supplier.

Supplier: Echo Barrier Limited, with registered office at 64 Upper Mulgrave Road, Cheam, Sutton, Surrey, England, SM2 7AJ.

Warranty: means the warranty given by the manufacturer (Echo Barrier s.r.o. Narodna trieda 39, Kosice 04001, Slovakia) in respect of the Goods as set out in the warranty document provided with the Goods on delivery (if any).

1.2 Interpretation

- a. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.as amended or re-enacted.

- b. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- c. a reference to **writing** or **written** includes emails.
- d. to the extent that any term or condition in these Conditions contradicts any term or condition in any Master Distribution Agreement (if applicable) the terms of such Master Distribution Agreement shall prevail.

10.2 Basis of Contract

- 2.1** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2** The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4** The Customer waives any right it might

otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with the Contract.

- 2.5** A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

10.3 Goods

- 3.1** The Goods are more particularly described in the Supplier's list of products and services.
- 3.2** The Supplier reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.
- 3.3** The weights, dimensions, capacities, performance ratings and other data on Supplier's catalogues, prospectus, circulars, advertisements, price lists and instructions sheets are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 3.4** The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to the

relevant shipment shall make those licences and consents available to the Supplier prior to the relevant shipment.

10.4 Delivery

- 4.1 The Supplier will deliver the Goods to Customer's normal place of business or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's

failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.5 The Supplier may deliver the Goods by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

10.5 Warranty

- 5.1 The Goods are covered by the manufacturer's Warranty supplied with the Goods on delivery.
- 5.2 The Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty.
- 5.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

10.6 Title and Risk

- 6.1 The risk in the Goods shall pass to the Customer once they have been delivered to the carrier appointed to deliver the Goods to the Delivery Location.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- d. notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and
- e. give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell (but may not deal in any other way with) the Goods to a third party and pass good title to that third party on the following terms:

- a. the sale is in the ordinary course of the Customer's business; and
- b. until such time as full payment for the Goods has been made by the Customer, the Customer holds the proceeds of any resale on trust for the Supplier in a separate

account in the joint names of the Supplier and the Customer and does not mix them with any other money or pay the proceeds into an overdrawn bank account.

The Customer shall account to the Supplier for the proceeds accordingly and shall make good any shortfall in the amount due to the Supplier.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:

- a. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b. the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

10.7 Price and Payment

- 7.1** The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 7.2** The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- a. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - b. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
 - c. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3** The price of the Goods is exclusive of:
- a. value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, the Customer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made; and
 - b. the costs and charges of packaging, insurance and transportation. In addition to the price of the Goods the Supplier shall be entitled to charge the Customer for any packaging, shipping, insurance and transportation costs.
- 7.4** The Customer shall pay the 50% of total amount invoiced to it by the Supplier on order of the Goods ("Initial Payment") with the remaining 50% payable either when; (i) the Goods are despatched from the Supplier's premises for delivery to the Customer; or (ii) upon collection of the Goods by the Customer. The Supplier shall not be required to ship any Goods until the Initial Payment is received in cleared funds.
- 7.5** Payment shall be made to the bank account nominated in writing by the Supplier or in such other manner as specified by the Supplier. Time of payment is of the essence.
- 7.6** the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above Lloyds Bank's base rate from time to time.

Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10.8 Termination

8.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract or any other contract which it has with the Customer, with immediate effect by giving written notice to the Customer if:

- a. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- b. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring),

being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- c. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due

under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10.9 Limitation of Liability

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b. fraud or fraudulent misrepresentation; or
- c. any other losses which cannot be excluded or limited by applicable law.

9.2 Subject to clause 9.1:

a. the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

b. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer under the relevant Order.

9.3 The Supplier shall not be liable for any losses arising from the Customer's subsequent use or misuse of the Goods including (without limitation):

- a. fair wear and tear;
- b. wilful damage;
- c. the Customer's negligence, or that of its agents or employees, or any failure to follow the Supplier's instructions as to use of the Goods;
- d. abnormal working conditions beyond those referred to in the Specification; and
- e. any alteration or repair of the Goods by any manufacturing process or otherwise, save for any latent defect which means that the Good did not comply with the Specification.

9.4 The Supplier is not liable for:

- a. non-delivery, unless the Customer notifies the Supplier of the claim within 7 working days of the date of the Supplier's invoice; or
- b. damage to or loss of all or part of the Goods in transit (where the goods are carried by the Supplier's own transport or by a carrier on behalf of the Supplier), unless the Customer notifies the Supplier within 15 working days of receipt of the Products or the scheduled date of delivery, whichever is the earlier.

10.10 Force Majeure

10.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

10.11 Intellectual Property

11.1 The Customer acknowledges that:

- a. all copyright, database rights, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods

(«**Intellectual Property Rights**») are the Supplier's (or its licensor's) property;

- b. nothing in this agreement shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights. The Supplier asserts its full rights to control the use of its trade marks within the EEA and the Customer shall assist the Supplier as required in preventing parallel importers from diluting the Supplier's rights; and
- c. any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the Supplier or any other owner of the trade marks from time to time.

11.2 The Customer shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods.

11.3 The Customer shall not use (other than pursuant to this agreement) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier owns or claims rights in anywhere in the world.

11.4 If at any time it is alleged that the Goods infringe the rights of any third party or if, in the Supplier's reasonable opinion, such an allegation is likely to be made, the Supplier may at its option and its own cost:

- a. modify or replace the Goods without reducing the overall performance of the Products in order to avoid the infringement; or
- b. procure for the Customer the right to continue using the Goods; or
- c. repurchase the Goods at the price paid by the Customer, less depreciation at the rate the Supplier applies to its own equipment.

11.5 The Customer shall promptly and fully notify the Supplier of:

- a. any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and
- b. any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Goods infringes the rights of any person.

11.6 The Customer agrees (at the Supplier's request and expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 11.5.

11.7 In the event of any claim, proceeding or suit by a third party against the Customer alleging an infringement of any Intellectual Property Right connected with the Goods, the Supplier shall defend the Customer at the Supplier's expense, subject to:

- a. the Customer promptly notifying the

Supplier in writing of any such claim, proceeding or suit; and

- b. the Supplier being given sole control of the defence of the claim, proceeding or suit,

and provided that the Supplier shall not be liable for infringements to the extent that they arise out of or in connection with modifications to the Goods made by anyone except the Supplier or its authorised representative, or out of use or combination of the Goods with products or third party materials not specified or expressly approved in advance in writing by the Supplier, or where the claim, proceeding or suit arises from the Supplier's adherence to the Customer's requested changes to the Specification or from infringing items of the Customer's origin, design or selection.

11.8 The Customer indemnifies the Supplier against claims of third parties based on the allegation that by using materials made available by the Customer, the Supplier has infringed the intellectual property rights of third parties.

11.9 Supplier makes no warranty concerning the appropriateness of the Goods for use outside their permitted purpose.

10.12 General

12.1 Assignment and other dealings.

- a. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- b. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- c. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12.2 Confidentiality.

- a. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 12.2(b). For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- b. Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Entire agreement.

- a. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- a. waive that or any other right or remedy; or
- b. prevent or restrict the further exercise of that or any other right or remedy.

12.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7 Notices.

- a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial

courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.8 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

12.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

11. USA Warranty

ECHO BARRIER USA, LLC LIMITED WARRANTY

Echo Barrier USA, LLC. (“ECHO BARRIER”) warrants that the purchased Echo Barrier product (the “Product”) sold to an end user or rental fleet (“BUYER”) will be free of manufacturing defects in workmanship and materials under normal use subject to the Warranty Period and other limitations described below. ECHO BARRIER’s obligations under this Limited Warranty apply only to the first end user of the Product and ECHO BARRIER’s obligations become void on the transfer or sale of the Product or the use of the Product by any party other than BUYER (or BUYER’s renters where BUYER is a rental fleet).

11.1 Buyer Acknowledgement

- a. BUYER admits to having fully read and understood the user’s manual and any other written material supplied by ECHO BARRIER.

11.2 Installation and Maintenance requirements

- a. This Limited Warranty applies only if:
 1. The product is installed and maintained according to ECHO BARRIER’s instructions furnished to BUYER at the time of purchase by QR code which can be located on

the label of each product unit and can also be downloaded at the following link: www.echobarrier.com/manual

2. The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of ECHO BARRIER, or damage done to the product by anyone other than ECHO BARRIER.

11.3 Method for obtaining Warranty Service

- a. To obtain warranty service under this Limited Warranty, BUYER must provide ECHO BARRIER with a written notice of any alleged defect within the warranty period stated in Section IV and within thirty (30) days of its discovery. At ECHO BARRIER’s option, BUYER must grant ECHO BARRIER access to the site where the defective product(s) is installed or ship the defective product(s) to the designated facility FOB as directed by ECHO BARRIER, with mailing or shipping charges prepaid (“Warranty Claim Procedures”).

11.4 Warranty Services Provided

- a. If the Product shall be proved to ECHO BARRIER's satisfaction to be defective, within the applicable warranty period described below, ECHO BARRIER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at ECHO BARRIER's sole discretion and judgment, if such defect was caused solely by defective workmanship and materials. Such repair or replacement shall be ECHO BARRIER's sole obligation and BUYER's exclusive remedy hereunder and shall be conditioned upon BUYER's fulfilling its obligations under ECHO BARRIER's Limited Warranty.
- b. Pursuant to Subsection (a), ECHO BARRIER's warranty services will specifically include providing BUYER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. BUYER shall initially be responsible for round-trip freight, insurance and any other shipping charges under this Limited Warranty, and, in the event ECHO BARRIER is liable under this Limited Warranty, ECHO BARRIER shall reimburse BUYER for such charges.

11.5 Warranty Period

- a. This Limited Warranty of the Product, and any implied warranties provided to BUYER by law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for a period of twelve (12) months from the date of sale to BUYER.

11.6 Exclusions from Warranty

- a. This Limited Warranty does not cover damage resulting from the following:
 1. On-site application or installation, including but not limited to damages as a result of any fault attributable to personnel installing the Echo Barriers;
 2. Unauthorized disassembly or repair;
 3. Damages due to improper handling;
 4. Any specification provided by BUYER;
 5. Normal wear and tear;
 6. Damages as a result of alteration, repair or part replacement not authorized by ECHO BARRIER;
 7. Misuse, willful damage, abnormal storage or working conditions, or abuse;
 8. Unreasonable use and/or negligence;

9. Installation, operation or maintenance which is not in accordance with ECHO BARRIER's written recommendations and restrictions as contained in the Installation Guide or any labeling on the Echo Barrier product(s); and
10. Damages due to severe weather conditions -- i.e. heavy wind, thunderstorms, snowstorms, rainstorms, hurricanes, tornadoes, and hailstorms.

11.7 Limitations on Warranty

- a. This Limited Warranty is provided by ECHO BARRIER, and it contains the only express warranty provided to BUYER by ECHO BARRIER. ECHO BARRIER does not authorize any other person, including distributors, to give any other warranties on behalf of ECHO BARRIER.

ECHO BARRIER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ECHO BARRIER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES,

INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

IF BUYER HAS A CLAIM UNDER THIS LIMITED WARRANTY OR UNDER ANY IMPLIED WARRANTIES PROVIDED TO BUYER BY STATE LAW, BUYER MAY NOT FILE A COURT ACTION BASED ON THAT CLAIM ANY LATER THAN ONE (1) YEAR AFTER BUYER'S RIGHT TO FILE A COURT ACTION ACCRUES. IN THOSE STATES WHICH DO NOT ALLOW THIS LIMITATION ON THE TIME PERIOD FOR FILING A COURT ACTION, THIS PROVISION IS INAPPLICABLE.

11.8 Echo Barrier's Liability

- a. ECHO BARRIER'S LIABILITY WITH RESPECT TO THE PRODUCT SOLD TO BUYER AND ANY SERVICES PROVIDED BY ECHO BARRIER SHALL BE LIMITED TO THE WARRANTY PROVIDED HEREIN. ECHO BARRIER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY ECHO BARRIER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.
- b. WITHOUT LIMITING THE FOREGOING, ECHO BARRIER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. ECHO BARRIER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

11.9 Miscellaneous

- a. Any description of the Product, whether in writing or made orally by ECHO BARRIER or ECHO BARRIER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by ECHO BARRIER or ECHO BARRIER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by ECHO BARRIER to be such.

- b. All correspondence is to be sent to:

Echo Barrier USA, LLC
 150 N. Michigan Ave., #2800
 Chicago, IL 60601

- c. In case of a Force Majeure event, the party's obligations that cannot be performed as a result of such Force Majeure event are suspended during the time that the Force Majeure event lasts. Force Majeure as meant in this Limited Warranty means any circumstances that are beyond the reasonable control of a party, such as (but not limited to) unforeseeable and unavoidable conditions, natural disasters, fire, torrents and earthquakes. If a Force Majeure event is present, the parties whose obligations are suspended shall notify the existence of such event in writing to the other party. Buyer agrees to indemnify, defend and hold ECHO BARRIER harmless against any claims made by third parties based on whole or in part on ECHO BARRIER's inability to perform because of Force Majeure.
- d. This Limited Warranty shall be construed in accordance with the internal laws of the State of Illinois without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. Any suit or proceeding arising from or relating in any way to the subject matter of this Limited Warranty shall be brought only in the courts, state and federal, located in the State of Illinois, and the parties hereby consent to the exclusive federal jurisdiction and venue of such courts.
- e. At the election of solely ECHO BARRIER, all disputes and differences of any kind arising under this Limited Warranty, or arising between the parties including the existence or continued existence of this Limited Warranty and the arbitrability of a particular issue which cannot be settled amicably by the parties may be submitted to binding arbitration. The arbitration shall be conducted in Chicago, Illinois, USA, and shall be finally settled in accordance with the Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the above-mentioned rules. The decision of the arbitration tribunal shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction, and no party shall seek redress against the other in any court or tribunal except solely for the purpose of obtaining execution of the arbitral award or of obtaining a judgment consistent with the award.
- f. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

12. USA Warranty MQ

ECHO BARRIER USA, LLC LIMITED WARRANTY

Echo Barrier USA, LLC. (“ECHO BARRIER”) warrants that the purchased Echo Barrier product (the “Product”) sold to an end user, rental fleet or subsequent resale to another end-user (“BUYER”) will be free of manufacturing defects in workmanship and materials under normal use subject to the Warranty Period and other limitations described below and will be installed and maintained strictly in accordance with the ECHO BARRIER’s instructions for the period as provided in Section IV of this Limited Warranty.

label of each product unit and can also be downloaded at the following link: www.echobarrier.com/manual

2. The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of ECHO BARRIER, or damage done to the product by anyone other than ECHO BARRIER.

12.1 Buyer Acknowledgement

- a. BUYER admits to having fully read and understood the user’s manual and any other written material supplied by the ECHO BARRIER.

12.2 Installation and Maintenance requirements

- a. This Limited Warranty applies only if:
 1. The product is installed according to ECHO BARRIER’s instructions furnished to BUYER at the time of purchase by QR code which can be located on the warning

12.3 Method for obtaining Warranty Service

- a. To obtain warranty service under this Limited Warranty, BUYER must provide ECHO BARRIER with a written notice of any alleged defect within the warranty period stated in Section IV and within thirty (30) days of its discovery. At ECHO BARRIER’s option, BUYER must grant ECHO BARRIER access to site where the defective product(s) is installed or ship the defective product(s) to the designated facility FOB as directed by ECHO BARRIER, with mailing or shipping charges prepaid (“Warranty Claim Procedures”).

12.4 Warranty Services Provided

- a. If the Product shall be proved to ECHO BARRIER's satisfaction to be defective, within the applicable warranty period described below, ECHO BARRIER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at ECHO BARRIER's sole discretion and judgment, if such defect was caused solely by defective workmanship and materials. Such repair or replacement shall be ECHO BARRIER's sole obligation and BUYER's exclusive remedy hereunder and shall be conditioned upon BUYER's fulfilling its obligations under ECHO BARRIER's Limited Warranty.

- b. Pursuant to Subsection (a), ECHO BARRIER's warranty services will specifically include providing BUYER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. BUYER shall initially be responsible for round-trip freight, insurance and any other shipping charges under this Limited Warranty, and, in the event ECHO BARRIER is liable under this Limited Warranty, ECHO BARRIER shall reimburse BUYER for such charges.

12.5 Warranty Period

- a. This Limited Warranty of the Product, and any implied warranties provided to BUYER by law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for a period of twelve (12) months from the date of sale by Distributor to the first BUYER.

12.6 Exclusions from Warranty

- a. This Limited Warranty does not cover damage resulting from the following:
 1. On-site application or installation, including but not limited to damages as a result of any fault attributable to personnel installing the Echo Barriers;
 2. Unauthorized disassembly or repair;
 3. Damages due to improper handling;
 4. Any specification provided by BUYER;
 5. Normal wear and tear;
 6. Damages as a result of alteration, repair or part replacement not authorized by ECHO BARRIER;
 7. Misuse, willful damage, abnormal storage or working conditions, or abuse;
 8. Unreasonable use and/or negligence;

9. Installation, operation or maintenance which is not in accordance with ECHO BARRIER's written recommendations and restrictions as contained in the Installation Guide or any labeling on the Echo Barrier product(s); and
10. Damages due to severe weather conditions -- i.e. heavy wind, thunderstorms, snowstorms, rainstorms, hurricanes, tornadoes, and hailstorms.

12.7 Limitations on Warranty

- a. This Limited Warranty is provided by ECHO BARRIER, and it contains the only express warranty provided to BUYER by ECHO BARRIER. ECHO BARRIER does not authorize any other person, including distributors, to give any other warranties on behalf of ECHO BARRIER.

ECHO BARRIER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ECHO BARRIER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES,

INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

IF BUYER HAS A CLAIM UNDER THIS LIMITED WARRANTY OR UNDER ANY IMPLIED WARRANTIES PROVIDED TO BUYER BY STATE LAW, BUYER MAY NOT FILE A COURT ACTION BASED ON THAT CLAIM ANY LATER THAN ONE (1) YEAR AFTER BUYER'S RIGHT TO FILE A COURT ACTION ACCRUES. IN THOSE STATES WHICH DO NOT ALLOW THIS LIMITATION ON THE TIME PERIOD FOR FILING A COURT ACTION, THIS PROVISION IS INAPPLICABLE.

12.8 Echo Barrier's Liability

- a. ECHO BARRIER'S LIABILITY WITH RESPECT TO THE PRODUCT SOLD TO BUYER AND ANY SERVICES PROVIDED BY ECHO BARRIER SHALL BE LIMITED TO THE WARRANTY PROVIDED HEREIN. ECHO BARRIER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY ECHO BARRIER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

- b. WITHOUT LIMITING THE FOREGOING, ECHO BARRIER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. ECHO BARRIER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

12.9 Miscellaneous

- a. Any description of the Product, whether in writing or made orally by ECHO BARRIER or ECHO BARRIER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by ECHO BARRIER or ECHO BARRIER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by ECHO BARRIER to be such.

- b. All correspondence is to be sent to:

Echo Barrier USA, LLC
150 N. Michigan Ave., #2800
Chicago, IL 60601

- c. In case of a Force Majeure event, the party's obligations that cannot be performed as a result of such Force Majeure event are suspended during the time that the Force Majeure event lasts. Force Majeure as meant in this Limited Warranty means any circumstances that are beyond the reasonable control of a party, such as (but not limited to) unforeseeable and unavoidable conditions, natural disasters, fire, torrents and earthquakes. If a Force Majeure event is present, the parties whose obligations are suspended shall notify the existence of such event in writing to the other party. Buyer agrees to indemnify, defend and hold ECHO BARRIER harmless against any claims made by third parties based on whole or in part on ECHO BARRIER's inability to perform because of Force Majeure.
- d. This Limited Warranty shall be construed in accordance with the internal laws of the State of Illinois without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. Any suit or proceeding arising from or relating in any way to the subject matter of this Limited Warranty shall be brought only in the courts, state and federal, located in the State of Illinois, and the parties hereby consent to the exclusive federal jurisdiction and venue of such courts.
- e. At the election of solely ECHO BARRIER, all disputes and differences of any kind arising under this Limited Warranty, or arising between the parties including the existence or continued existence of this Limited Warranty and the arbitrability of a particular issue which cannot be settled amicably by the parties may be submitted to binding arbitration. The arbitration shall be conducted in Chicago, Illinois, USA, and shall be finally settled in accordance with the Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the above-mentioned rules. The decision of the arbitration tribunal shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction, and no party shall seek redress against the other in any court or tribunal except solely for the purpose of obtaining execution of the arbitral award or of obtaining a judgment consistent with the award.
- f. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

13. EU Warranty

ECHO BARRIER s.r.o. LIMITED WARRANTY

Echo Barrier s.r.o. (“SELLER”) warrants that the purchased Echo Barrier product (the “Product”) sold to the first end user (“BUYER”) will be free of manufacturing defects in workmanship and materials under normal use subject to limitations described below and will be fitted and maintained strictly in accordance with the Seller’s instructions for a period as provided in Section IV of this Limited Warranty.

Seller’s obligations under this Limited Warranty apply only to the first end user of the Product and seller’s obligations become void on the transfer or sale of the Product or the use of the Product by any party other than BUYER.

13.1 Registration Requirement

a. All of SELLER’S obligations under this Limited Warranty, including, but not limited to those obligations contained in the preamble, paragraph III and paragraph IV of this Limited Warranty become effective only if BUYER completes and returns a copy of this Limited Warranty, dated and signed by the end-user, to SELLER at the address shown below within thirty (30) days of receipt of the purchased Product. Except as stated in the foregoing, failure of BUYER to complete and return this Limited

Warranty shall not affect the enforceability of any of BUYER’S waivers, obligations and representations, including, but not limited to, those contained in paragraph VI, paragraph VII, paragraph VIII, and paragraph IX of this Limited Warranty.

b. By completing and returning the Limited Warranty to SELLER, BUYER admits to having fully read and understood the user’s manual and any other written material supplied by the SELLER.

13.2 Installation and Maintenance Requirements

- a. This Limited Warranty applies only if:
1. The product is installed by the SELLER or installation by third party is authorized by the SELLER in writing and is done according to the SELLER’s instructions furnished to BUYER at the time of purchase; and
 2. The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the product by anyone other than SELLER.

13.3 Method for Obtaining Warranty Service

- a. To obtain warranty service under this Limited Warranty, BUYER must provide SELLER with a written notice of any alleged defect within the warranty period stated in Section V and within ten (10) days of its discovery. At SELLER's option, BUYER must grant SELLER access to site where the defective product(s) is installed or ship the defective product(s) to SELLER as directed by SELLER, with mailing or shipping charges prepaid ("Warranty Claim Procedures").

13.4 Warranty Services Provided

- a. If the Product shall be proved to SELLER's satisfaction to be defective, within the applicable warranty period described below, SELLER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER's sole discretion and judgment, if such defect was caused solely by defective workmanship and materials. Such repair or replacement shall be SELLER's sole obligation and BUYER's exclusive remedy hereunder and shall be conditioned upon BUYER's fulfilling its obligations under SELLER's Warranty Claim Procedures.
- b. Pursuant to Subsection (A), SELLER's warranty services will specifically include

providing BUYER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. BUYER shall be responsible for round-trip freight, insurance and any other shipping charges related to SELLER's obligations under this warranty.

13.5 Warranty Period

- a. This Limited Warranty of the Product, and any implied warranties provided to BUYER by state law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for a period of twelve (12) months from delivery.

13.6 Exclusions from Warranty

- b. This Limited Warranty does not cover damage resulting from the following:
 1. Unauthorized disassembly or repair;
 2. Improper handling;
 3. Any specification provided by BUYER;
 4. Normal wear and tear;
 5. Alteration, repair or part replacement not authorized by SELLER;
 6. Misuse, willful damage, abnormal storage or working conditions, or abuse;
 7. Unreasonable use and/or negligence and;
 8. Installation, operation or maintenance which is not in accordance with SELLER's written recommendations as contained in the User Instructions

13.7 Limitations on Warranty

- a. This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on behalf of SELLER.

SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

IF BUYER HAS A CLAIM UNDER THIS LIMITED WARRANTY OR UNDER ANY

IMPLIED WARRANTIES PROVIDED TO BUYER BY STATE LAW, BUYER MAY NOT FILE A COURT ACTION BASED ON THAT CLAIM ANY LATER THAN ONE (1) YEAR AFTER BUYER'S RIGHT TO FILE A COURT ACTION ACCRUES. IN THOSE STATES WHICH DO NOT ALLOW THIS LIMITATION ON THE TIME PERIOD FOR FILING A COURT ACTION, THIS PROVISION IS INAPPLICABLE.

13.8 Seller's Liability

- a. SELLER'S LIABILITY WITH RESPECT TO THE PRODUCT SOLD TO BUYER AND ANY SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO THE WARRANTY PROVIDED HEREIN. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.
- b. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIM OF

BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

13.9 Miscellaneous

- a. Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.
- b. All correspondence is to be sent to:
Echo Barrier s.r.o.
Národná trieda 39
Košice 040 01 Slovakia, EU
- c. In case of a Force Majeure event, the Party's obligations that cannot be performed as a result of such Force Majeure event are suspended during the time that the Force Majeure event lasts. Force Majeure as meant in this Contract means any circumstances that are beyond the reasonable control of a Party, such as (but not limited to) unforeseeable and unavoidable conditions, natural disasters, fire, torrents and earthquakes. If a Force Majeure event is present, the Parties whose obligations are suspended shall notify the existence of such event in writing to the other Party. Buyer agrees to indemnify, defend and hold Seller harmless against any claims made by third parties based on whole or in part on Seller's inability to perform because of Force Majeure.
- d. This Limited Warranty shall be construed in accordance with the internal laws of the EU without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. Any suit or proceeding arising from or relating in any way to the subject matter of this Limited Warranty shall be brought only in the courts, located in the Slovak Republic, and the parties hereby consent to the exclusive federal jurisdiction and venue of such courts.
- e. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

ECHO BARRIER®

Environmentally Sound

Manuale utente

Sede del gruppo

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