
Article 1

The Guarantors can only be held to compliance with the obligations described in the Product Guarantee Certificate if all parties involved have fully complied with all mutual financial obligations involved in the guaranteed work in question.

Article 2

With due regard for the limitations stated elsewhere in these guarantee provisions and subject to normal use and maintenance, the Guarantors issue a ten-year (10 years) guarantee for the loss of waterproofing demonstrably caused by defects in the materials, marked with the imprint "VM Building Solutions warranty" inclusive the accessories for these products, applied.

This guarantee takes effect as from the effective date stated on the front side of the certificate and ends automatically after the expiry of a period of ten (10) years immediately thereafter.

At the request of the Guarantee Holder, the Guarantors can extend the guarantee period by a maximum of three periods of 5 years each. Prior to each extension, the request for which must be submitted to the Manufacturer at least 3 months prior to the expiry date, an interim inspection of the products in question must be performed by an inspection agency, i.e. an Application technicians of the producer, recognized by the manufacturer. The report must be submitted to the Manufacturer together with the request of extension. The costs of such interims inspections are for the account of the Guarantee Holder.

Article 3

This guarantee covers the proven costs of repair or, if financially more beneficial, the proven costs of replacement, including additional proven expenses for the removal and disposal of damaged materials. This includes VAT, with the proviso that it is included in the contracting sum and in so far that it cannot be set off by the Guarantee Holder. The thus calculated reimbursement is maximized to 150 % of the initially invoiced products from the Manufacturer for the project/object in question.

Article 4

This guarantee does not cover products that were applied to the roofing system, such as a roof garden, solar panels and parking deck. As such, no reimbursements can be made for the removal and re- application of such products under this guarantee, regardless of who applies them and regardless of whether this is done on the basis of a rightful guarantee claim regarding the roofing system.

Article 5

Excluded from this guarantee are losses incurred as a result of:

- a. storms with a wind speed of 26 m/s (wind force 10 Beaufort) or more;
- b. changes in the use/purpose of the roof or in the climate class of the building;
- c. defects in the underlying or adjacent (bearing) structure(s);
- d. external causes, other than normal loads and/or external influences, which exceed the maximum limits specified in the product specifications;
- e. limitations of, or exclusions from, guarantees of which written notice was in any way given;
- f. leakage ensuing from lacks of construction;
- g. non-compliance with the obligations stated in Article 6; unprofessional repairs and/or unprofessional other work carried out on the roofing materials, marked with the imprint "VM Building Solutions warranty" inclusive the accessories for these products of the producer, by third parties;

Article 6

The Guarantee Holder will be obliged:

- a. to have the roofing demonstrably professional cleaned, inspected and correctively repaired annually by experts/roofer during the entire guarantee period;
- b. to produce the original guarantee certificate in the event of a guarantee claim;
- c. to report any damage or suspected damage to the Guarantors within 7 days;
- d. to take all measures necessary to limit or prevent damage, or to have such measures taken;
- e. to enable the Guarantors or their stakeholders to perform or arrange for the performance of an on-site inspection and/or to perform or arrange for the performance of material research in the event of damage.

Article 7

Only after transfer of the original certificate can the rights vested in the Guarantee Holder under this Guarantee Certificate in respect of the project/object in which the roof material, marked with the imprint "VM Building Solutions warranty" inclusive the accessories for these products, is applied be transferred to his legal successors under universal title and to his legal successors under special title.

Article 8

The initial guarantee period cannot be adjusted or extended on account of repairs and/or replacements.

Article 9

The Guarantors have the right to suspend, waive or entirely disregard their duty to repair under this guarantee if the roof in question is found to not or no longer be in compliance with the then applicable statutory safety (Health & Safety) standards, in which case the owner of the project/object in question will be required to see to it that the lacking (safety) devices are installed at his own risk and expense.