

TRESPA METEON PRODUCT GUARANTEE

Trespa International B.V. (Trespa) guarantees that Trespa Meteon panels ('the product') will continue to possess the properties described in this guarantee certificate for a period of 10 (ten) years from the date on which the product is delivered to the buyer and/or user of the product ('the other party') by or on behalf of Trespa.

1) Colour stability, impact resistance and technical characteristics

The product possesses the properties shown in the Trespa Meteon Material Properties Datasheet that applies when the product is delivered. The product is tested for colour stability in accordance with the accelerated weathering tests. The actual performance of the product will depend on the actual circumstances and the amount and intensity of light that falls on the product once it has been installed.

2) Cleanability

The sealed surface of the product allows for the effective cleaning of accumulated dirt and grime in accordance with the Trespa cleaning instructions that apply when the product is delivered. This part of the guarantee does NOT imply that the product is able to withstand corrosive (cleaning) agents and substances that have a chemical effect on the product. Instructions on how to clean the product can be downloaded from our website, www.trespa.info.

3) Absence of defects

The product is warranted against manufacturer defects in material and workmanship attributable to Trespa resulting in the product failing to meet the quality standard required by law or the standard that the other party is entitled to expect under the terms of the agreement.

In the conditions that follow the absence of one or more of the properties described in points 1), 2) and 3) above is referred to as a 'defect'.

The conditions set out on the next page or on the reverse of this document apply to and form an integral part of this guarantee certificate.



Meteon Product Guarantee Conditions

Content of the guarantee

Trespa will rectify a defect by A) supplying a new product free of charge (including delivery of the product to the site in question), or B) repairing the defect on site, if Trespa is of the reasonable opinion that this is technically possible, or C) providing final compensation in the form of payment. Trespa has the right to choose between the guarantee obligation A), B) or C) (hereinafter to be referred to as 'the guarantee obligation') at its own discretion. A newly supplied product, in the case of guarantee obligation A) or a repaired product, in the case of guarantee obligation B), is guaranteed until the expiry of the original guarantee period. If Trespa chooses to implement guarantee obligation A), Trespa is only obliged to supply a product that matches the colour of the product originally supplied as closely as possible and is not obliged to supply an identical product colour (even with the use of the same Trespa colour code there can be differences between different production batches). If Trespa chooses to implement guarantee obligation B), the other party must allow Trespa to carry out the repair or to arrange for the repair to be carried out. If Trespa chooses to implement guarantee obligation C), Trespa is released from any further guarantee obligation for the remainder of the guarantee period. The maximum payment in the case of guarantee obligation C) is equal to the actual cost price (excluding VAT) noted on the purchase invoice paid by the other party. The total payment shall never exceed EUR 500,000 (five hundred thousand). Any obligation to provide compensation for any defect or any other shortcoming in the product for which Trespa is liable is limited to the guarantee obligation defined above. All other contractual or extracontractual claims made by the other party with regard to a defect are excluded. This guarantee can only be transferred to the new owner of a site on which the product was originally installed on the condition that the product remains installed on the site in question. Trespa's obligation(s) under this guarantee for any defect in the product delivered to the other party or any other shortcoming is limited to the guarantee obligation specified in this guarantee certificate. All other claims for compensation made by the other party are excluded.

Claims on the guarantee

The following costs are not covered by the guarantee: the cost of dismantling a defective product, the cost of dismantling a supporting structure, the costs of reinstalling the newly supplied product, the costs of repairing a supporting structure. Other costs, such as the cost of (repair of) paintwork, roofing materials, the dismantling and reinstallation of blinds or awnings, lighting, window cleaning lifts and other similar costs are also not covered by the guarantee. Trespa has the right not to fulfill the guarantee obligation in the event that: a) the product is not vertically installed without prior written approval from Trespa (with the exception of situations in which the product is used as outside ceiling cladding), or if the conditions subject to which approval is granted are not met; b) storage, transport, processing, installation and/or maintenance instructions for the product and the requirements that apply to the supporting structure are not followed as specified in Trespa Meteon brochures, on the website www.trespa.info, in product certificate attestations, and/or by statutory regulations that apply when the product in question is delivered; c) the other party fails to notify Trespa of the defect in writing giving a clear description of the defect within 30 (thirty) days of the date on which the defect was or could reasonably have been discovered; d) the other party makes a claim on this guarantee but does not allow Trespa or a third party appointed by Trespa to inspect the product and/or construction project in question; e) the other party fails to allow Trespa to view and/or fails to provide Trespa with an authenticated copy of all relevant drawings and documents (possible cost will be compensated by Trespa) upon request; f) the other party fails to place all of the information that is important in enabling Trespa to assess the claim on this product guarantee at Trespa's disposal without delay; g) the other party fails to provide Trespa with clear proof that the product in question was purchased directly from Trespa, or a company that is part of the Trespa group, or a Trespa-accredited distributor, upon request. All rights and claims that the other party has with regard to the supply of a new product, or the repair of the defect on site free of charge, or final compensation in the form of payment, on whatever grounds, and any right to dissolve the relevant agreement expire a) if the other party fails to notify Trespa of the defect within the period specified above, or, b) 10 years from the date on which the product is delivered to the other party, whichever occurs earlier.

Liability

Without prejudice to the above provisions, Trespa's liability in respect of any defect or other shortcoming is limited to a sum that is equal to the number of square metres of the defective product times the corresponding price of the product in question (excluding VAT), as listed on Trespa's gross price list when the product was delivered. Regardless of the circumstances the total liability is limited to a maximum of EUR 500,000 (five hundred thousand) per agreement, including any payment made to the other party by Trespa as a result of the (subsequent) rescission or cancellation of the agreement. Trespa is not liable for indirect losses, losses incurred by third parties, or losses covered by (liability) insurance taken out by the other party. Indirect losses include all non-direct losses, which include but are not limited to losses due to business interruption, loss of revenues or profits, missed opportunities, legal and consultancy costs and all other indirect losses and costs. Trespa is not liable for losses incurred under the following circumstances: (a) failure by the other party and/or third parties to follow accurately and completely guidelines and recommendations made by Trespa and/or the relevant legislation and regulations; (b) malicious intent, fault, negligence, injudicious use, incorrect processing and/or installation by the other party or parties acting on the instructions or under the responsibility of the other party; (c) storms, sand storms and/or other natural disasters, acts of war and terrorism and other forms of force majeure. The value of any performance by Trespa in fulfilling the guarantee obligation counts as compensation with regard to any (maximum) obligation to pay damages as a result of any liability by Trespa. The limitations of liability specified above do not apply in the event of gross negligence or wilful misconduct on the part of Trespa and/or its management.

Applicable law and disputes

This guarantee certificate is exclusively subject to Dutch law, with the exclusion of treaties and uniform laws pertaining to the international trade of physical goods (which include but are not limited to the United Nations Convention on Contracts for the International Sale of Goods). The court of law in Roermond in the Netherlands has exclusive jurisdiction to hear disputes emanating from this guarantee certificate. If the product in question is also subject to the General Terms and Conditions of Sale of Trespa International B.V., the content of this guarantee certificate is to be given preference if there is any discrepancy between the conditions. Any general terms and conditions of purchase imposed by the other party are not accepted by Trespa and do not apply.

Document created by: Product Management - Code: I5308 - Version: July 2013.

Copyright

© The information contained in this document may only be reproduced, stored in an automated data file or published in any form or in any manner if Trespa International B.V. has provided prior written consent.

Registered trademarks

© Trespa, Meteon, Athlon, TopLab, TopLab^{PLUS}, Toplab^{ECO-FIBRE}, Virtuon, Izeon, Volkern, Trespa Essentials and Mystic Metallics are registered trademarks of Trespa.