

## 15 YEARS GUARANTEE

swisspor Romandie SA hereby guarantees, according to the indications and limitations detailed hereinafter, that the roof waterproofing materials supplied as a waterproofing system at the address indicated hereby as "Site identification" will remain in a watertight condition for a period of 15 years commencing from the date indicated hereof.

### Site identification:

(Project name):

(Address):

### Materials provided by swisspor Romandie SA:

(Products references):

### Area covered:

(m2):

### Roofing Contractor:

(Company Name):

(Owner):

(Address):

**Acceptance date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Limit of Indemnity:** \_\_\_\_\_

### Signed For and On Behalf Of swisspor Romandie SA

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Signed For and On Behalf Of the Roofing Contractor

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# TERMS AND CONDITIONS

## 1. Formalities

This guarantee shall be requested to swisspor Romandie SA (by registered mail) within 7 days from the completion of the application but not later than 6 months from the delivery of the materials to the distributor. To be valid, the guarantee contract should be accompanied by a copy of the delivery note concerning the swisspor products delivered to the distributor and applied on the work concerned by the present document.

## 2. Coverage of the Guarantee and limits of application

In case of water penetration, due to faulty manufacturing of the products manufactured and supplied by swisspor Romandie SA and used in the indicated job, this guarantee will cover:

- The costs of the remedial work, up to a maximum amount of CHF 500'000 per year and per contract, overall total, limited to the materials delivered by swisspor and the labour directly involved for its application. Any case of activation from this guarantee results in an excess of 5% of the amount paid by swisspor or a minimum of CHF 2'000,00 due by the roofing contractor.
- The consequential damage to the building and its contents as a result of the water penetration up to a maximum value of CHF 250'000 per year and per contract, overall total. Any case of activation from this guarantee results in an excess of 5% of the amount paid by swisspor or a minimum of CHF 2'000,00 due by the roofing contractor.

The limit of Indemnity written of the 1<sup>st</sup> page of the present guarantee defines the overall total insured by this guarantee. This amount is defined by swisspor upon request from the distributor.

This Guarantee will not apply:

- a. In case the roofing contractor has already started the remedial operations without having received the approval in writing from swisspor Romandie SA about the actions to be taken to eliminate the defect. Nevertheless the roofing contractor has to take all the means to stop the water infiltration.
- b. If the water penetration or the system failure is due to products not manufactured by swisspor.
- c. If the materials have not been entirely paid to swisspor Romandie SA.
- d. If the claims are related to the aesthetic appearance of the system.
- e. If the damage was generated by a usage of the material other for what it was conceived.
- f. If the damage is caused by excessive movement of the main structure or problems relative to the stability of the same.
- g. If the damages to the products or failure of the system was caused by accident, vandalism, storms, ground movement, or any Act of God.
- h. If the damage is connected to existing moisture trapped into the system, or the deterioration of, any underneath existing waterproofing/insulation system and/or its associated deck.
- i. If the damage is due to the removal and/or the replacement of any landscaping element after the completion of the job.
- j. If the damages are due to an improper storage and handling of the material prior or during their application.
- k. If the damages are due to a non-strictly compliance with the latest edition of swisspor maintenance Manual and the swisspor laying instructions.
- l. If the damages are due to the non-strictly compliance with the norms enforced that regulate the matter in the country and the accepted common practice.
- m. If the damages are due to an installation not conform to the plans and directives of the architect or the supplier, to the usage of the materials and their installation contrary to the "state of the art" and the technique in force.
- n. In case of green roofs, both intensive and extensive.
- o. If the damages are due to the non-strictly compliance with any applicable laws or technical regulations.

- p. If the damages are due to errors in laying by whosoever performed.
- q. Damages of any of the products used in a "tanking" application (i.e. waterproofing of underground floors and/or walls) are not covered by this guarantee.
- r. If damages are subsequential to pollution or other chemical attack
- s. If the damages are due to incompatibility to adjacent materials.
- t. If the maintenance report has not been delivered twice a year to swisspor, according to the latest edition of the maintenance guide.

## 3. Claim procedure

Liability claims for damages caused by water infiltration, consequential damage or loss however caused, are accepted only within the terms of this guarantee. It is the responsibility of the roofing contractor to establish that the damage or loss is generated by swisspor's materials lack of quality.

In case of damage, the beneficiary must, within 7 days from the event, report the incident in writing and send it by registered mail to swisspor Romandie SA, Ch. du Bugnon 100, CP 60, CH-1618, Châtel-St-Denis. The failure of the above renders inapplicable this guarantee and the beneficiary shall demonstrate that he acted within the required time.

Any subsequent remedial or replacement works carried out under the terms of the guarantee will be deemed to form part of the original roof system. They will be covered by the original guarantee and be subject to its expiry date.

## 4. Payment of the indemnity

swisspor Romandie SA undertakes to pay to the Beneficiary the sum agreed with him upon the receipt by certified mail of all the following documents:

- A certificate of an independent and certified expert, accepted by swisspor, confirming the damage and the causal link between the damage or loss and the quality of the waterproofing materials supplied by swisspor Romandie SA and installed as a waterproofing system.
- A written declaration issued by the same confirming that the damage is not linked to the causes of non application of the guarantee mentioned in art. 3 of this guarantee (let. a to u).

## 5. Validity period

The validity of this guarantee is of **15 years** starting from the date of the reception by swisspor of this document, duly filled in any part and signed by the contractor. This validity is reduced to a period of 10 years in case the waterproofing system, during the 10<sup>th</sup> year of validity has not passed the inspection of the "swisspor 10 years" and the beneficiary has not immediately performed the reparation and/or correction works evidenced during the inspection and indicated in the "Swisspor 10 years inspection report". The inspection will be made by a specialist appointed by Swisspor and its cost will be entirely born by the beneficiary. The failure of payment of such inspection and/or the making of the reparation works indicated in the "Swisspor 10 years inspection report" will limit to 10 years the period of validity of this guarantee.

To keep this guarantee valid the two annual inspection reports requested according to the swisspor Maintenance Manual have to be sent to swisspor max 30 days after inspection

## 6. Indivisibility Clause

In the event that any provision of this agreement, or any portion thereof, shall be held invalid, illegal or unenforceable under applicable law, the remainder of this agreement shall become null and void.

## 7. Applicable Law and competent court

This guarantee and the related events of a damage covered by it, shall be interpreted and construed according to the Swiss Law. Place for jurisdiction for disputes in connection with the present contract, including its validity, is the registered office of swisspor Romandie SA, Châtel-St-Denis, CH 1618, Switzerland and the competent court "the tribunal of Fribourg in Switzerland (1700).