

# GUARANTEE DECLARATION POLO-POLY MUTAN ML<sup>5</sup>

POLOPLAST FOR PARTNERS

In line with our corporate philosophy, top tube and moulding quality includes the subsequent guarantee for in-company manufactured products from POLOPLAST's POLO-POLY MUTAN ML<sup>5</sup> programme. In addition to any legal warranty and damage claims, upon the agreement of POLOPLAST's general terms of business, the company undertakes the following

## GUARANTEE



POLOPLAST assumes worldwide (with the exception of the USA and Canada) liability for damages, resulting from manufacturing errors, deficiencies caused by incorrect storage, laying and installation instructions, the lack of the characteristics expressly guaranteed by POLOPLAST, or damages caused by POLOPLAST through the use of products covered by this guarantee. This liability shall be valid for a period of 10 years from the date of manufacture and encompass:

1. The free delivery to the place of employment of the replacement parts required for the repair of the damage, as well as
2. the necessary removal and installation costs, including the expenses incurred for the restoration of the object to its original condition, up to a sum of € 2,000,000 per occurrence of damage.

**Pursuant to this declaration POLOPLAST provides this guarantee to its contractual partners when**

1. laying was completed by trained personnel from a licensed sanitary plumping company in connection with installation as contractually intended and all the technical regulations valid at the time of completion were observed;
2. the contractual partner proves that only POLOPLAST original parts were employed and that these were not combined with products of any other origin;
3. the contractual partner proves that the cause of damage did not relate to parts subject to natural wear and tear, to external mechanical damage, or other external influences on the product;
4. it can be proven that at the time of laying all the current storage, laying, installation and application stipulations were observed in full;
5. all the measures necessary for damage minimisation were initiated immediately;
6. the occurrence of damage was reported to POLOPLAST without delay and under all circumstances within seven days of the identification of the damage, complete with information concerning the related facts and circumstances;
7. prior to repair work, POLOPLAST is given an opportunity to determine and appraise the damage itself or through a third party;
8. all the parts relating to the claim are kept for the investigation of the damage occurrence and are provided to POLOPLAST upon request;
9. the date of production and installation are evidenced in suitable form (pressure test report);
10. the related delivery documents are presented to POLOPLAST.