

Guarantee Certificate

Guarantee of the durability of Bauder roof waterproofing

Paul Bauder GmbH & Co. KG, Korntaler Landstrasse 63, 70499 Stuttgart, Germany
(hereafter referred to as Bauder) undertakes the following guarantee of durability vis-à-vis the installation company

(hereafter referred to as the installation company):

1. Content of the guarantee:

Bauder hereby guarantees that there shall be no significant impairment to functionality of the Bauder products described under section 2 e) for the duration of this guarantee

2. Project Information:

The guarantee refers to the following object:

a) Building name / description of roof area:

b) Size of roof area:

c) Roof pitch:

d) Substrate:

e) Roof structure:

3. Duration of the guarantee:

The guarantee ceases to be valid on:

Any claims resulting from this guarantee shall become time-barred three months following expiry of the guarantee.



4. Scope of the guarantee:

- a) In the event of defects cause through manufacture Bauder shall provide compensation by means of:
 - aa) Free delivery of the material required to repair the waterproofing;
 - ab) Assumption of the costs incurred for repair of the waterproofing amounting to the standard wages for the specific location and trade plus an appropriate allowance for overhead costs which shall be calculated on the basis of an intercompany comparison of the roofing sector.
- b) In the case of consequential damage (damage to property), a claim for compensation may be asserted within the scope of the liability insurance which Bauder has taken out.
- c) If both material defects and poor workmanship and/or planning errors are the cause of waterproofing, the installation company is entitled to claim for free delivery of the material required for repair of the damage, assumption of the costs necessary for repair of the damage and for compensation for consequential damage only in accordance with Bauder's share of causation.
- d) before carrying out any subsequent improvements, Bauder is presented with a written quotation for examination purposes in accordance with section 4 ab). Bauder is entitled to lodge a written objection to this quotation within a period of two weeks;
- e) the material provided by Bauder is handled by all parties in the correct manner, including during storage and transportation;
- f) damage is not caused by substructural influences, by non-permissible mechanical loading or unforeseeable environmental pollution;
- g) damage is not the exclusive result of planning or processing errors.

7. Assignment of claims from the guarantee:

Claims from this guarantee may only be assigned subject to approval from Bauder.

5. Prerequisites of the guarantee:

The guarantee requires that:

- a) on delivery, the installation company checks that
 - the goods which were ordered have actually been delivered and
 - that the goods delivered are free from recognisable defects;
- b) application and processing of the material is carried out in the correct manner and in accordance with the recognised structural engineering regulations and the guidelines of the relevant trade associations, in particular
 - the layer sequence given in the current product information,
 - the processing guidelines from Bauder,
 - the flat roof guidelines;
- c) Bauder is given the opportunity to check the damage on site itself or to have said damage checked by an expert appointed by Bauder;

BAUDER

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