



SKY DOMES GUARANTEE

ARTICLE 1

This guarantee is in conformity with the general terms and conditions of guarantee as adopted by the trade association "Benelux Federatie voor Lichtstraten- en Lichtkoepelfabrikanten" (Benelux Federation of Continuous Roof Light and Sky Dome Manufacturers) (BFLL). Van Deudekom Plastics BV, hereinafter to be referred to as DPI, guarantees the soundness and functionality of the sky domes, curbs and ventilation frames of acrylics and polycarbonate made by them, while observing the specific properties of the materials applied. The term soundness is understood to mean weather resistance, light transmission and watertightness.

ARTICLE 2

No responsibility is accepted for defects which are the result of:

- failure to observe the installation or maintenance instructions,
- making changes in or carrying out repairs to the guaranteed products other than on our instructions or with our written approval,
- damage as a result of external circumstances,
- damage as a result of falling objects, wantonness, explosion, war risk, chemical impact as a result of air pollution, very extreme weather conditions, including storms (wind speeds exceeding 20 m/sec measured by KNMI, the Royal Dutch Meteorological Institute), and improper use,
- normal wear and tear,
- damage caused during the installation (if applicable) and the further completion of the project,
- damage as a result of temperatures in the basic material being too high, aggressive vapours, fluids and substances which are directly or indirectly in contact with the product,
- sky domes which have not been erected on curbs and/or roof covering which are/is not suitable for that purpose,
- reduced light transmission in so far as same remains within the specifications of the original supplier of the synthetic sheets,
- damage resulting from changes in form of the constructional bottom structure or supporting structure.

ARTICLE 3

If, at the time when the defect or damage arises and/or is reported, the principal has not (fully) met his obligations arising under the contract concluded between the parties to which this guarantee relates, the principal shall not be able to invoke this guarantee. The (alleged) failure by the giver of the guarantee to comply with its obligations shall not discharge the principal from the compliance with his obligations arising under the contract or contracts concluded between the parties.

ARTICLE 4

The guarantee as referred to in article 1 shall be valid for a period of 10 (ten) full years, commencing on the invoice date. This guarantee solely obliges DPI to make the guaranteed products concerned available free of charge. Consequential costs, such as the cost of dismantling and re-installation, shall be excluded from the guarantee. If new products are delivered by virtue of the present guarantee, such delivery shall in no case result in an extension of the original guarantee period. This guarantee shall not be applicable to the treatment of aluminium parts (such as anodizing, painting or powder coating, operating movable parts) and exclusions otherwise included in the order confirmation.

ARTICLE 5

The principal shall be obliged to report by registered letter any defects discovered within fourteen days after these defects were discovered or could reasonably have been discovered. If a defect is not reported in time, all obligations of guarantee shall terminate.

ARTICLE 6

DPI's compliance with the obligation of guarantee shall serve as sole and full compensation. Any other claim in respect of damage to both persons and goods, howsoever designated, shall be excluded.

ARTICLE 7

All disputes relating to this guarantee or resulting from or relating to the formation and/or implementation of contracts shall be decided upon by the "Raad van Arbitrage voor Bouwbedrijven" (Board of Arbitration for Construction Companies) in The Netherlands or by the ordinary court in Amsterdam, at the option of DPI. Dutch law shall be applicable, even if the principal is established abroad or if the work has been executed abroad.

ARTICLE 8

This guarantee shall not affect any of the provisions of the general terms and conditions of sale, which have been filed with the Chamber of Commerce in Amsterdam under number 3480.

If the stipulations of the above-mentioned general terms and conditions of sale are in conflict with the contents of this guarantee, the latter shall prevail.

This text is a translation. In the event of any discrepancy between the language of this text and the language of the original Dutch text or if any disputes arise over the interpretation of any of the provisions of this guarantee, the Dutch text shall prevail.

Member of the Benelux Federation of Continuous Roof Light and Sky Dome Manufacturers

Member of the Dutch Federation for Synthetic Materials

Unless stated otherwise, our General Terms and Conditions of Sale, as filed with the Chamber of Commerce in Amsterdam under number 3480, shall be applicable to all contracts.