

ARTICLE 1. | DEFINITIONS

Elastolith Nederland BV guarantees the quality of the products delivered by it for a period of 5 years, on condition that all instructions and application guidelines – including the Technical Data Sheets and Safety Sheets – are followed correctly, carefully and completely. The Elabrick brick slips must, among other things – but expressly not limited to this condition – mandatorily and exclusively be affixed using the associated Elabrick adhesive mortar. If a different type of adhesive is used, or there is otherwise failure to follow the enclosed instructions and application guidelines correctly, carefully and completely, all claims under the guarantee shall lapse. Our General Terms and Conditions apply to all deliveries. In the event of an evident conflict between the provisions in these guarantee conditions and the General Terms and Conditions, the provisions in the General Terms and Conditions shall prevail. Guarantor: Elastolith Nederland BV, Rietmolenweg 6, 7482 NX Haaksbergen, the Netherlands.

Covered goods: In these guarantee conditions the covered goods are the products produced and/or delivered by the guarantor and/or the services provided by the guarantor.

If the client resells the guarantor's products to end users who are acting as a consumer as referred to in Article 6:230g of the Dutch Civil Code, the client shall ensure that said end users are informed adequately and fully in a timely manner of the applicable guidelines for use and application. The guarantor accepts no liability for damage arising from failure to provide information to said end users, failure to provide information to said end users in a timely manner or failure to provide information to said end users in full or adequately.

ARTICLE 2. | GUARANTEE TERRITORY

This guarantee does not apply to goods which have been or are delivered, produced or used outside of the territory of the European Union, unless expressly otherwise stated. This guarantee only applies if all instructions and application guidelines, including but not limited to the Technical Data Sheets and Safety Sheets are followed.

ARTICLE 3. | EXCLUSIONS

In this article, client means but is not limited to the director(s), supervisory directors, the project owner and all other (company) officer(s), in the broadest sense of the word.

1. Fault

Without prejudice to the provisions in the guarantor's General Terms and Conditions, the following is in any event not eligible for compensation:

- damage which is the intended or certain consequence of acts or omissions of the client;
- damage caused by intent or gross negligence of the client.

2. Indirect damage and consequential loss

All indirect damage and consequential loss in the broadest sense of the word, such as but not limited to, operating loss, loss of income, reputation damage, loss of customers, penalties, claims of third parties and the like is excluded from liability.

3. Other exclusions

The following is not eligible for compensation by the guarantor:

- damage caused by incorrect or careless application, and/or application that is not in accordance with all instructions and application guidelines, including but not limited to the Technical Data Sheets and Safety Sheets;
- damage as a result of application on unsuitable, non-solid and/or non-load bearing surfaces, in the broadest sense of the word;
- damage due to wear and tear or deterioration. This also means any gradual deterioration, such as corrosion and erosion, as a natural consequence of the ordinary processing and the normal use of the goods, in the broadest sense of the word;
- damage as a result of experiments, overloading, testing or inappropriate use, in the broadest sense of the word;

- damage or an increase thereof, if the client has not performed the obligations described elsewhere in these guarantee conditions and/or the General Terms and Conditions.

Non-performance of an obligation under these guarantee conditions and/or the General Terms and Conditions shall lead to the complete loss of any claim under the guarantee and/or compensation, unless the client demonstrates that this non-performance has not harmed the interests of the guarantor in any way.

If the (customer of the) client nevertheless has not applied the products in accordance with the applicable instructions and application guidelines (such as but not limited to the use of exclusively the prescribed adhesive or, e.g., but also not limited to, application on an unsuitable surface), any claim to guarantee or compensation shall unconditionally lapse, without the possibility of rectification or replacement.

The client is bound to also impose the obligations as laid down in these guarantee conditions and the General Terms and Conditions insofar as permitted by law on its clients/customers/end users, subject to loss of its rights with regard to the guarantor.

Nothing in these guarantee conditions intends to exclude or limit the mandatory liability of the guarantor under the heading of statutory product liability (Articles 6:185 et seq. of the Dutch Civil Code).

ARTICLE 4. | CLIENT'S OBLIGATIONS

- Everything of which the client has or could have taken cognisance and which could lead to a claim for compensation shall be reported to the guarantor immediately, but within a maximum of 72 hours after such has been discovered or could reasonably have been discovered.
- all relevant information relating to any damage shall be provided to the guarantor as soon as possible, but at latest within 72 hours after discovery or after they could have reasonably been discovered;
- no liability whatsoever may be acknowledged, no negotiations may be conducted or a settlement entered into, in the broadest sense of the word, without the guarantor's express prior written consent;
- the client is bound to immediately follow all reasonable instructions of the guarantor;
- the client is bound to mitigate the damage as much as possible and to take all damage-mitigating measures that may reasonably be expected of the client. If this entails costs that the client wishes to have reimbursed, the client shall obtain the guarantor's prior written consent;
- the client shall inform the guarantor of damage-mitigating measures in advance or immediately afterwards;
- the client is bound to inform its customers/clients in a timely manner in full of all of the guarantor's instructions and application guidelines for the products and to at all times deliver them along with the products, with the express written notice that all instructions and application guidelines are to be followed correctly, carefully and completely, and that there is to be compliance with all laws and regulations in this respect, in the broadest sense of the word;

by failing to perform one of the obligations in this article and/or elsewhere in these guarantee conditions, any claim to compensation of damage shall lapse, unless the client proves that failure to perform these obligations has not harmed the interests of the guarantor.

ARTICLE 5. | CHANGE IN THE RISK

The client is obliged to immediately notify the guarantor of all changes and information which are or can be of influence on these guarantee conditions, such as but not limited to, (altered) local legislation, which

could result in the guarantor's liability remaining in place or being increased.

Failure to perform this obligation shall result in the loss of any claim to compensation or rectification of the damage, unless the client proves that the arising of or the scope of the damage is not related to the change(s).

In case of changes the guarantor has the right to revise the guarantee conditions, or to suspend or terminate the guarantee conditions, or to prescribe additional measures.

ARTICLE 6. | CLAIMS HANDLING

The guarantor is entitled to appoint an expert who will determine the *direct* damage and the scope thereof, subject to the provisions in these guarantee conditions and the guarantor's General Terms and Conditions. The expert can make use of the services of external experts. The outcome of this expert assessment is binding on both parties.

The costs and the fee of the expert and the experts consulted by him, are at the expense of the party held to be primarily in the wrong by the expert. If these costs are at the guarantor's expense, this shall always be pro rata the compensation paid by the guarantor up to the total damage.

ARTICLE 7. | RECTIFICATION, REPLACEMENT OR COMPENSATION

The guarantor is always entitled to rectify the damage itself or instruct the rectification thereof. The client is bound to fully cooperate in this respect. Subject to the provisions in these guarantee conditions and the General Terms and Conditions, the guarantor is primarily at all times, at its own election, entitled to first rectify or replace the goods. Subject to the provisions in these guarantee conditions and the General Terms and Conditions, compensation is only relevant if rectification or replacement is not possible, unless the guarantor itself opts to compensate damage. In such case the limitations laid down in these guarantee conditions and the guarantor's General Terms and Conditions apply.

In the event of a payout for covered damage: the compensation to be paid out shall never be more than the amount of the delivery, in accordance with the other limitations stipulated elsewhere in these guarantee conditions and in the General Terms and Conditions.

The costs of improving and/or changing the design or product, and additional costs due to the use of materials of another kind or quality than the damaged materials shall not be compensated.

ARTICLE 8. | GUARANTEE PERIOD

The guarantee period is 5 years, exclusively subject to the provisions in these guarantee conditions and the guarantor's General Terms and Conditions. The guarantee period starts on the delivery date. Rectification, replacement or redelivery after damage shall not affect the original guarantee period; the guarantee period shall therefore never be extended.

Subject to the provisions of these guarantee conditions and the General Terms and Conditions, this 5-year guarantee is only provided to the client and is not transferable to third parties. Insofar as products are delivered to consumers by/via the client, the client is himself responsible for compliance with the statutory (conformity) obligations to said parties.

This provision is without prejudice to the mandatory liability of the guarantor under the heading of statutory product liability pursuant to Articles 6:185 of the Dutch Civil Code.

A deviating guarantee arrangement with a deviating guarantee period can apply for products that are intended for resale to consumers via recognised resellers. Such deviating arrangement shall be agreed between the parties in writing.

ARTICLE 9. | CHANGE IN THE TERMS AND CONDITIONS

The guarantor has the right to change the guarantee conditions (in the interim) at any time. The client shall be notified thereof in writing in a timely manner. Prior versions are hereby cancelled.

ARTICLE 10. | LAW

These guarantee conditions are governed by Dutch law.

ARTICLE 11. | DISPUTES

All disputes regarding these guarantee conditions are exclusively subject to adjudication by the competent court in Almelo, except in case of appeals.