

[GUARANTEE BOND]



POLO-KAL NG

POLO-KAL 3S

Maximum product quality of our pipes and mouldings includes, according to our corporate identity, the following warranty for products of the POLO-KAL NG and POLO-KAL 3S series produced by POLOPLAST:

Besides any warranty obligations and liability for damages that might be prescribed by law, POLOPLAST under their general terms and conditions

GIVE THE FOLLOWING GUARANTEE:

POLOPLAST assumes liability for damages all over the world (except for the USA and Canada) which result from faulty manufacturing, material defects, inadequate instruction due to faulty storing, laying and assembly manuals or the absence of properties expressly assured by POLOPLAST and arise from the use of products covered by the present guarantee bond and have been caused by POLOPLAST.

This warranty is valid for 10 years beginning from the date of manufacture and includes the following:

- (1) to supply free-of-charge the parts necessary to repair the damage, free place of use, as well as
- (2) to pay the necessary disassembly and assembly costs, including the costs of re-establishment of the original condition of the building, per case of damage, up to an amount of

€ 2.000.000.--

THE PRESENT WARRANTY OF POLOPLAST APPLIES IF:

- (1) trained and qualified personnel of a licensed sanitary installations firm has laid the product as directed and all state-of-the-art rules valid at the moment of laying have been considered;
- (2) the party to the contract proves that only original POLOPLAST parts have been used and have not been combined with products of other origin;
- (3) the party to the contract proves that the cause of damage may not be attributed to parts subject to wear and tear or to external mechanical damage or other external influence on the products;
- (4) it can be proved that any instructions concerning storage, laying, assembly and use valid at the moment have been observed to their full extent;
- (5) all necessary measures to decrease losses have been taken immediately;
- (6) POLOPLAST is notified of the damage and its circumstances immediately, in any case within 7 days from the moment when the damage can be made out;
- (7) POLOPLAST is given the opportunity to assess the damage themselves or through a third party before repair works are started;

- (8) all parts in connection with the claim are kept ready for the investigation of the case of damage and are made available to POLOPLAST on their request;
- (9) the date of manufacture and of assembly can be proved adequately;
- (10) the appropriate delivery documents of POLOPLAST are submitted.

POLOPLAST GMBH & CO.KG
Leonding, 1st August 2005

