

Kreisel External Wall Insulation System Warranty Certificate

Republic of Ireland

Modern Insulation Systems
(here in after referred to as the Warrantor)

Grants:

The installer _____, with its
registered office at, _____

_____ (here in referred to as the warrantee), a product warranty for a period of five (5) years for the Kreisel external thermal composite insulation system (ETICS), assuring that the above mentioned products are of good quality, which means that within the period of warranty they will have properties as specified in “Kreisel Product Catalogue” (issue: 2015) and in the European Technical Approval ETA 15-0575, 15-0576, provided that each and every requirement set out in the General Terms and Conditions of Warranty is met, and, in particular, that the contractor adheres to the procedures and techniques of installation of the thermal insulation system.

The CERTIFICATE OF WARRANTY has been issued for products to be installed on the following building(-s):

Name of building(-s) or address

“General Terms and Conditions of Warranty for Kreisel thermal insulation systems” and “Kreisel Product Catalogue” (issue: 2015) constitute an integral part of this CERTIFICATE OF WARRANTY.

Place of issue of the CERTIFICATE OF WARRANTY:

UNIT 14 B BARSTOWN COMMERCIAL PARK CO.MEATH

Date of issue of the CERTIFICATE OF WARRANTY: _____

Name of an Authorised Representative of the Warrantor: Piotr Kecht.

(signature) _____

The Warrantee confirms that he received a copy of the “General Terms and Conditions of Warranty for Kreisel thermal insulation systems” and “Kreisel Product Catalogue” on signing this CERTIFICATE OF WARRANTY. The Warrantee hereby declares that he is familiar with the “General Terms and Conditions of Warranty for Kreisel thermal insulation systems” and accepts them without reservations.

Warrantee or persons authorised to sign declarations for and on behalf of the Warrantee

(print name) _____

(signature) _____

GENERAL TERMS AND CONDITIONS OF WARRANTY FOR KREISEL THERMAL INSULATION SYSTEMS

I. GENERAL

These General Terms and Conditions of Warranty apply to the products of KREISEL Technika Budowlana Sp. z o.o., 60-462 Poznań, ul. Szarych Szeregów 23Sp. specified in the Catalogue of Products covered by the Warranty (hereinafter referred to as the Catalogue), being an annexe to the Terms and Conditions.

II. DEFINITIONS

Warrantor – Modern Insulation Systems,

UNIT 14A BARSTOWN COMMERCIAL PARK CO.MEATH

Warrantee – a sole trader providing building services who has been issued with the Certificate of Warranty, or an entity that acquired the rights arising from the Warranty.

Investor – a natural person, legal person or other organisation not being a legal person to whose order the Warrantee provides building services with the use of the products mentioned in par. I p. 1.

Warrantee's Representative – an employee of the Warrantee authorised to act on behalf of the Warrantor in connection with the Warranty.

Products – denotes the products detailed in the Certificate of Warranty.

Catalogue – the latest issue of Kreisel Product Catalogue as of the date of receipt of the Certificate of Warranty by the Warrantee.

Reference Document – a document (e.g. Technical Approval or Standard) indicated by the Warrantor in the Catalogue, specifying, in particular, the requirements as to the Product or insulation system containing the Product as a component.

Certificate of Warranty – a document assuring the quality of the Products issued to the Warrantee.

III. SCOPE AND CONDITIONS OF WARRANTY

1. The Warrantor assures that the Products are good quality, which means that the Products have properties as specified in the Catalogue, provided as an annexe to each Certificate of Warranty, and that they also meet the requirements detailed in the Reference Document specified in the Catalogue.

2. The Warrantor grants a 60 – month warranty for the Products used in the building specified in the Certificate of Warranty (hereinafter referred to as the Period of Warranty) provided that the Products purchased are installed on the above mentioned building before the expiry date as indicated on the packaging of these Products. The Warrantor assures under this Warranty that within the Period of Warranty the products shall meet the requirements specified in p.1

3. The Period of Warranty begins on the day of signing, in the presence of Warrantee's Representative as confirmed by his signature, of the final acceptance report for the work completed by the Warrantee for the Investor with the use of Warrantor's Products.

4. The Warranty is granted for the Products used by the Warrantee, who ensures adherence to the procedures and techniques of system installation in accordance with: requirements of ETAG 004:2000, European Technical Approvals ETA granted to KREISEL Technika Budowlana Sp. z o. o., the regulations in force, the conditions of execution and acceptance of building works concerning systems of thermal insulation of buildings, best practice in building, and the Manufacturer's indications, in particular according to the conditions specified in the Catalogue that apply to the Product used.

5. The Warrantor is not liable under this Warranty for any damage to the Products or absence of properties as specified in p. 1, resulting from:

- negligence or incompetent storage or handling of Products, or failure to use the Products in accordance with the documentation specified in p.1 by the Warrantee or third parties, or tampering with the composition of the Products as to the proportions and quality of ingredients,
- external factors not due to the Product, in particular: force majeure, subsidence of the building, organic contamination, heavy contamination of the facade surface resulting from the unfavourable location of the building,
- taking improper action or adopting incorrect solutions in the technical documentation of the building referred to in p. 2, concerning: elements of that building, elements connected to the building (e.g. billboards) or materials used – which may have an adverse effect on the system and Products covered by the Warranty.
- action by third parties, for which the Warrantor is not liable, in particular, improper action or omission as to the use of the building in accordance with its conditions of maintenance,
- contractor's errors.

6. The Warrantor's liability under this Warranty is limited to the supply of Products that are free of defects, or repair only to the extent of the defect, provided that the defect is discovered within the Period of Warranty and that it is reported and that the Warrantee's duties detailed in par. IV are fulfilled. The scope of work connected with the replacement of Products or repair shall be subject to the Warrantor's agreement and approval.

7. The Warranty does not cover standard maintenance activities, e.g. cleaning, painting and maintenance of the facade, removal of any contamination or repair of mechanical damage to the facade.

8. The Warrantor undertakes to investigate a reported claim within 30 days from signing the inspection report referred to in par. IV p. 1 item i). This term may be extended if any expert opinion concerning the claim is required, however, the Warrantor shall make an effort to limit this period to the minimum necessary.

9. The Warrantor is obliged to produce, at the Warrantee's request, the documents that authorise the sale of the individual product batches, in accordance with the relevant legal regulations.

IV. DUTIES OF THE WARRANTEE

1. The Warrantee's rights under this Warranty concerning the Products purchased referred to in par. I may be exercised provided that the Warrantee fulfils the following duties:

a) written notification to the Warrantor of the commencement of building works with the use of the Products, as well as about the completion of works and the date of final acceptance, the notification being made in at least seven (7) - day advance,

b) email and fax notification to the Warrantor's Representative of the date of acceptance of the individual stages of thermal insulation project, made in at least two-day advance.

c) providing supervision of the building works with the use of the Products, by an ETICS Supervisor having appropriate qualifications (construction licence, valid ETICS Supervisor certificate issued by Certificate Holder),

d) acceptance, by the ETICS Supervisor, of all stages of the building works, confirmed by appropriate entry in the construction log, and, at the Warrantor's request, making the construction log available to the Warrantor's Representative for inspection,

e) enabling the Warrantor's Representative to check the execution of the individual stages of building work with the use of the Products and other materials that are components of the system in accordance with the relevant Reference Document,

f) compliance with Warrantor's Representative's comments and instructions concerning the execution of building work with the use of the materials, made in writing,

g) immediate notification of a claim in writing, no later than within 7 days from the date of discovery of any defects of a Product covered by this Warranty by the Warrantee,

h) ensuring appropriate protection of the Product being the basis for the claim and the area of its application to enable verification of the claim as to the Product's defects,

i) participation, together with the Warrantor's Representative, in preparation of the inspection report, which report shall otherwise be drawn up by only one party,

j) undertaking necessary steps, agreed with the Warrantor's Representative, in order to limit the damage to the insulation system in the area of application of the Product being the subject of the claim,

k) producing the technical documentation on the basis of which building work was executed with the use of the Products,

l) obtaining and supplying to the Warrantor's Representative of paid invoices for all batches of Products and other materials being components of the system used by the Warrantee, together with the documents authorising the sale of the relevant batches,

m) production of the Certificate of Warranty by the Warrantee, signed by an authorised representative of the Warrantor and by the Warrantee.

2. Failure to perform any of the duties detailed in par. 1 by the Warrantee results in forfeit of rights under this Warranty.

3. Claim notification is considered to be made within the notification period as specified in par. IV p. 1 item g) if the claim notification is sent within this period by registered mail, return receipt requested, to the address of the Warrantor's registered office.

V. FINAL PROVISIONS

1. In the event of the Warrantor's failure to perform or improper performance of its obligations under the Warranty, its liability under the Warranty shall be limited to the amount of settled invoices for the Products and the costs of replacement or repair of these Products to the same extent. The above defines the entire liability of the Warrantor under this Warranty.
2. The Warrantee may transfer its rights under the Warranty subject to the Warrantor's approval in writing.
3. Any correspondence to the Warrantor in connection with the Warranty shall be sent by registered mail and addressed to: Modern Insulation Systems, with a note "WARRANTY".
4. In case of discrepancy between the provisions of the Certificate of Warranty and the general terms and conditions herein, the provisions of the Certificate of Warranty apply.
5. The competent court to resolve any disputes that may arise is the court of the competent and local jurisdiction with respect to the Warrantor's registered office address.