

PRINCIPLES OF GRANTING PERSONAL ICOPAL QUALITY GUARANTEE – GENERAL

1. Definitions

Guarantor – Icopal SA.

Personal Icopal Quality Guarantee – guarantee granted by Icopal SA according to art. 577 and following of the Civil Code, for Icopal product installed in a building as a part of one of Icopal systems or individually.

Guarantee Card – computer generated document confirming the rights obtained from the Personal Icopal Quality Guarantee.

Icopal Internet Guarantee Database – Icopal SA Internet service at www.gwarancje.icopal.pl which is used for registering Icopal product purchases covered by the Personal Icopal Quality Guarantee and for receiving a Guarantee Card.

Entitled to obtaining the Personal Icopal Quality Guarantee – Investor and/or Contractor.

Entitled to the rights of the Personal Icopal Quality Guarantee – Investor, Contractor or the present owner of a building who at the same time is the owner of documents entitling him/ her to obtain the Personal Icopal Quality Guarantee.

2. Icopal products covered by the Personal Icopal Quality Guarantee

- 2.1. Bitumen membranes and bitumen waterproofing systems as well as bitumen waterproofing and ventilation systems, according to the list in point 5.1. of the hereby presented Principles of granting Personal Icopal Quality Guarantee,
- 2.2. Eagle Shingles® SBS/Icopal Shingles SBS,
- 2.3. Gutters,
- 2.4. Decra®,
- 2.5. Fastlock® Uni Panels,
- 2.6. Rubber and bitumen liquids: FireSmart® Renovator, Siplast Roof® Speed Insulation SBS and Siplast Primer® Speed Primer SBS as well as rubber and bitumen systems with Silver Primer® Speed Varnish SBS and other Precious Varnishes SBS,
- 2.7. Icopal Wulkan Chimney Systems,
- 2.8. Icopal Ventilation Systems,
- 2.9. Speed Barriers SBS (Fel'X, Sun'X, Alum'X, FireSmart Bio-P/ Poż),
- 2.10. Roof hatch with a skylight function,
- 2.11. Icopal Hybrid Boards System,
- 2.12. Stratos Eco.

3. Scope of the Personal Icopal Quality Guarantee

3.1. General scope of the Personal Icopal Quality Guarantee:

- a) Icopal SA guarantees that Icopal products purchased by the Customer and covered by the Personal Icopal Quality Guarantee will maintain their properties within the scope specified in the Personal Icopal Quality Guarantee during the effective guarantee period,

- b) Personal Icopal Quality Guarantee covers the defects which are due to causes existing in product, including defects due to causes being the responsibility of the manufacturer,
- c) Personal Icopal Quality Guarantee covers only Icopal products which were properly transported and stored by the Customer and used according to instructions and recommended technology,
- d) Personal Icopal Quality Guarantee does not cover the quality of contracting work and installation work,
- e) Personal Icopal Quality Guarantee covers only Icopal products which were used (applied, installed) as instructed, according to technical information and Guarantor's instructions available on the Internet at www.icopal.pl.

3.2. Detailed scope – gutters:

Personal Icopal Quality Guarantee for the gutter system with Prelaq coating, purchased by a Customer, covers:

- a) unnatural and irregular changes in colour,
- b) peeling off the protective coating,
- c) corrosion perforation – rusting.

3.3. Detailed scope – bitumen membranes, shingles, roof hatch:

Icopal SA guarantees that the products covered by the guarantee will maintain their waterproofing properties throughout the guarantee period. In addition to this: in case of Speed Syntan® SBS membranes, Icopal SA guarantees the durability of Syntan coating of the properly installed membrane during the guarantee period.

3.4. Detailed scope – Decra®; Stratos Eco:

Personal Icopal Quality Guarantee for the Decra® system, purchased by a Customer, covers:

- a) water-tightness (waterproofing properties),
- b) tile resistance to corrosion.

3.5. Detailed scope – Fastlock® Uni Panels:

Personal Icopal Quality Guarantee for Fastlock® Uni Panels, purchased by a Customer, covers:

- a) meeting by Fastlock® Uni Panels the parameters of measurements, visually assessed characteristics, stability of measurements and maintaining panel profile shape, resilience module and tensile strength, resistance to percussive puncture and heat-ageing, required by the Polish standard PN-EN 1013-4:2000,
- b) waterproofing properties of panels.

3.6. Detailed scope – rubber and bitumen liquids:

- FireSmart® Renowator – Personal Icopal Quality Guarantee covers maintaining the waterproofing properties of the coating,
- Siplast Roof® Speed Insulation SBS – Personal Icopal Quality Guarantee covers the durability of the flexible SBS rubber membrane (no cracks and flow resistance in temperatures: -15°C to +90°C).

Additionally for systems: FireSmart® Renowator + Silver Primer® Speed Varnish SBS, Siplast Roof® Speed Insulation SBS + Silver Primer® Speed Varnish SBS (and other Precious Varnishes SBS) and Siplast Primer® Speed Primer SBS + Silver Primer® Speed Varnish SBS and other Precious Varnish SBS, Icopal SA guarantees no peeling off or loss of bond between the aluminium coating of Silver Primer® Speed Varnish SBS or any other Precious Varnish SBS and SBS rubber membrane or roof (for Siplast Primer® Speed Primer SBS).

3.7. Detailed scope – Icopal Wulkan Chimney Systems:

Icopal SA guarantees, that the installed Icopal Wulkan Chimney System will maintain its properties of safe piping away of fumes throughout the guarantee period.

3.8. Detailed scope – Icopal Ventilation Systems:

Icopal SA guarantees that the installed Icopal Ventilation System will maintain its properties of proper ventilation throughout the guarantee period.

3.9. Detailed scope - Speed Barriers SBS

Icopal SA guarantees, in products covered by the guarantee, during the guarantee period:

- a) Sun'X, Fel'X - maintaining waterproofing properties,
- b) Sun'X - durability of the aluminium component,
- c) Alum'X - maintaining vapour barrier properties and durability of the aluminium component,
- d) FireSmart® Bio P/Poz - durability of the bio and fire protective impregnation,
- e) Gonto'x w6 External Wood - durability of the bio and water protective impregnation.

3.10 . Detailed scope - Icopal Hybrid Boards System

Personal Icopal Quality Guarantee for Icopal Hybrid Boards System, purchased by a Customer covers:

- a) maintaining waterproofing properties of the product,
- b) maintaining heatproofing properties, required by the standard PN-EN 13163:2004,
- c) lack of peeling off and loss of bond between the aluminium coating of Silver Primer Speed Varnish SBS, (according to the type of polystyrene plates used, either EPS100 or EPS70)

4. Guarantee period of Personal Icopal Quality Guarantee (guarantee period)

4.1. Guarantee period of Personal Icopal Quality Guarantee for individual product types and systems are specified in the Guarantee Card.

4.2. When the purchase is registered by the entitled to guarantee in order to obtain the Personal Icopal Quality Guarantee, the guarantee period starts on the date of issuing invoice documenting the purchase of Icopal products covered by the Personal Icopal Quality Guarantee and belonging to Icopal system (if such exist).

5. Procedure of obtaining the rights from the Personal Icopal Quality Guarantee and exercising the acquired rights

5.1. The condition necessary to obtain the rights from the Personal Icopal Quality Guarantee is to register the purchase by the entitled Customer on the Internet Icopal Guarantee Database at www.gwarancje.icopal.pl and receive Icopal Guarantee Card.

5.2. Mode of obtaining Icopal Guarantee Card:

- a) the entitled to obtain a guarantee is obliged to register at the Internet Icopal Guarantee Database at www.gwarancje.icopal.pl within 45 days from invoice date documenting the purchase of Icopal product covered by the Personal Icopal Quality Guarantee or belonging to selected system (if such exists),
- b) in order to register at the Icopal Internet Guarantee Database it is necessary to provide the following information: number and date of the purchase document (invoice) of Icopal product, Tax Identity Number of the Seller, trade names and volumes of the purchased goods (as stated in the invoice), name, family name, address of the person entitled to the Personal Icopal Quality Guarantee, place of installation of the product covered by the Personal Icopal Quality Guarantee and other data required by the system,
- c) during the registration at the Icopal Internet Guarantee Database it is necessary to provide the information about the purchased volume of product covered by the guarantee and other products belonging to the selected system, according to the purchase document (invoice) and technical requirements resulting from the chosen system,
- d) after providing all necessary information, the Icopal Internet Guarantee Database will generate an Icopal Guarantee Card which the entitled to guarantee should print and keep during the guarantee period together with the Principles of Granting Personal Icopal Quality Guarantee,

e) in case it is impossible to register at the Icopal Internet Guarantee Database due to technical problems connected with malfunctioning of the Guarantor's IT system, the entitled to guarantee will receive an Icopal Guarantee Card after calling at +48 695 588 868 and providing the data required by the Guarantor (in this case the Icopal Guarantee Card will be sent to the entitled person by e-mail to the e-mail address provided). In case of filing a claim on the basis of the above Principles of granting Personal Icopal Quality Guarantee, the Guarantor claims the right to verify (make an inspection) if the conditions quoted in point c above are fulfilled.

5.3. Note:

The Internet Icopal Guarantee Database will not generate an Icopal Guarantee Card if the entitled to a guarantee registers after 45 days from the date of invoice documenting the purchase of products covered by the Personal Icopal Quality Guarantee or any component of Icopal system (if such exist).

5.4. Conditions of prolonged Personal Icopal Quality Guarantee for main products used in bitumen waterproofing systems as well as waterproofing and ventilation systems:

- a) application of all products belonging to bitumen waterproofing system or waterproofing and ventilation system, according to the tables provided in the Guarantee Card,
- b) being in possession of the document confirming the purchase (invoice) and Icopal Guarantee Card for all Icopal products belonging to a bitumen waterproofing system or waterproofing and ventilation system,
- c) all Icopal products belonging to a bitumen waterproofing system or waterproofing and ventilation system should be purchased not earlier than 45 days before the registration in the Internet Icopal Guarantee Database,
- d) Siplast Primer® Speed Primer SBS extends the guarantee period for membranes or is a condition for granting the guarantee for bitumen waterproofing systems or waterproofing and ventilation systems, according to the table, provided it is purchased not earlier than 45 days before the registration in the Internet Icopal Guarantee Database and the purchased volume is not lower than 0.2 l per 1 m² of membrane (in case of new roofs and foundations) or 0.5 l per m² of membrane in case of old roofs (refurbishment),
- e) Silver Primer® Speed Varnish SBS extends the guarantee period for bitumen waterproofing systems or waterproofing and ventilation systems, according to the table, provided it is purchased not earlier than 45 days before the registration in the Internet Icopal Guarantee Database and the purchased volume is not lower than 0.2 l per 1 m² of top Speed Profile membrane used in the relevant bitumen waterproofing system or waterproofing and ventilation system.

5.5. Conditions of prolonged Personal Icopal Quality Guarantee for rubber and bitumen liquids used in systems with Silver Primer® Speed Varnish SBS and other Precious Varnishes SBS:

- a) Silver Primer® Speed Varnish SBS and other Precious Varnishes SBS prolong guarantee periods for FireSmart® Renowator and Siplast Roof® Speed Insulation SBS and determine granting the guarantee for Siplast Primer® Speed Primer SBS if they are purchased and used in quantity not lower than 0.5 l per 1l of each mentioned liquids, when at the same time the basic bitumen liquid is applied in quantity not lower than 0.3-0.4 l per 1 m² of the substrate.,
- b) guarantee for Siplast Primer Speed Primer SBS + Silver Primer Speed Varnish SBS and other Precious Varnishes is granted only if the products are applied on the asbestos substrate.

In case of filing a claim on the basis of the above Principles of granting Personal Icopal Quality Guarantee, the Guarantor claims the right to verify (make an inspection) if the conditions quoted in paragraph point a above are fulfilled.

- additionally, if the Investor purchased Icopal products from a Contractor, he is obliged to present to the Guarantor a copy of invoice, on the basis of which the Contractor had purchased the products covered by the Personal Icopal Quality Guarantee or belonging to a system (if such exist) – invoice issued for the Contractor by the seller: wholesaler/ distributor or Icopal SA.

6. Claim procedure – possibility to benefit from the rights granted by the Personal Icopal Quality Guarantee

- a) a claim can be made by a Contractor, Investor or present owner of the building who is also the owner of guarantee documents,
- b) the claim must be made in writing (by registered letter or in person) directly to the Guarantor's address: Icopal SA, ul. Łaska 169/197, 98-220 Zduńska Wola, or, if the claim refers to the product purchased and/ or installed outside the Polish Republic territory, to any company belonging to Icopal Group (addresses of the companies are provided on www.gwarancje.icopal.pl),
- c) the claim should be made immediately after noticing a defect of the product, not later than 14 days from noticing the defect, otherwise the guarantee will be null and void,
- d) the following documents must be enclosed with the claim:
 - the document confirming the purchase of product covered by the Personal Icopal Quality Guarantee and all products belonging to the selected system (together with specification of applied products, their volumes and, if the products were purchased from a Contractor, with the specification of installation services)
 - Icopal Guarantee Card
 - Principles of granting Personal Icopal Quality Guarantee
 - a copy of the invoice documenting the purchase of a product covered by the Personal Icopal Quality Guarantee and all products belonging to the system chosen by the Contractor (if the products were purchased from the Contractor with installation services);
- e) The Guarantor will consider the claim within 21 days from the date of filing the claim and will inform the entitled to the guarantee about the date of considering the claim,
- f) the entitled to guarantee is obliged to allow the Guarantor to inspect the claimed product in order to confirm the legitimacy of the claim or application of the product in question in the selected system,
- g) in case of a groundless claim the Guarantor will have the right to charge the entitled to guarantee with the costs of the inspection mentioned above in point f; if the claim comes from outside the territory of the Polish Republic, the Guarantor has the right to demand from the entitled to guarantee the advance payment covering the costs of trips and accommodation, to secure the costs of the inspection made by the guarantor's representatives. The amount of the advance payment will be stipulated by the Guarantor. The advance payment in the amount specified by the Guarantor will be a condition for starting the claim procedure,
- h) in case of a groundless claim, the Guarantor will not refund the advance payment made to secure the costs of the inspection and if the real costs of handling the claim exceed the advance payment, the Guarantor will be entitled to claim the total refund of the inspection costs above the paid amount,
- i) if the Guarantor approves of the claim as justified he will replace the defected product with the product free from defects or will make a refund of the price paid for the defected product - at the Guarantor's discretion, as well as will refund the advance payment made to secure the costs of the inspection,
- j) if the claim is approved as legitimate and justified and one of the services mentioned in point h is fulfilled, the entitled to guarantee has no right to any other claim, especially a claim of compensation,
- k) the burden of proof concerning no occurrence of the circumstances mentioned in point 7 of the Principles of granting Personal Icopal Quality Guarantee Icopal rests on the entitled to guarantee.

7. Exclusion of the Guarantor's responsibilities

7.1. General exclusion which applies to all Icopal product groups:

Executing the rights granted by the Personal Icopal Quality Guarantee for Foundation Speed Profile® SBS membrane is not possible if:

- a) the entitled to guarantee does not provide any of the required documents listed in paragraph 6 point d of the hereby presented principles,
- b) the documents provided by the entitled to guarantee are inconsistent or it will be impossible to read the data on any of these documents,
- c) the entitled to guarantee will not be able to demonstrate that Icopal products were properly transported, stored and used as instructed according to recommended technology,
- d) product defect is due to an external factor and does not lie in the product itself (natural disaster, mechanical damage, act of God, contracting error, wrong use),
- e) Icopal products were installed (applied, installed) inconsistently with the building practices, usage, technical information or instructions of the Guarantor available on the Internet at www.icopal.pl (use of individual membrane types is specified in the table presented below),
- f) products which were installed had a visible manufacturing defect,
- g) the site inspection reveals that some self repairs or structure changes have been done without prior informing of the Guarantor.

7.2. Gutters:

Apart from the circumstances mentioned in point 7.1., the Guarantor does not take any responsibility resulting from the Personal Icopal Quality Guarantee covering the gutter system coated with Prelaq, if:

- a) the gutter system was used in the environment with high risk of corrosion, i.e. high content of salt in the atmosphere, constant contact with water or in a situation when aggressive chemical substances, fumes, condensates, ashes, cement dust or animal droppings may have a long-term impact on the surface of the gutter system elements,
- b) the gutter system was covered by the user with paints or other coatings,
- c) the gutter system surface was mechanically or chemically damaged,
- d) free flow of water from the gutter system was not ensured (removal of impurities from gutters should take place regularly, at least twice a year),
- e) elements of the gutter system were used in direct contact with copper or water coming from copper pipes.

7.3. Membranes and shingles, Speed Barriers SBS system, Icopal Hybrid Boards System;

Apart from the circumstances specified in point 7.1. the Guarantor does not take any responsibility resulting from the Personal Icopal Quality Guarantee covering bitumen membranes, shingles and Speed Barriers SBS if:

- a) defects or damage were caused by improper substrate where the product had been installed, damage of roof surface structure or settling of the building walls,
- b) during considering the claim, the use of another product was identified (especially without electronic marking),
- c) structure, statics and the time of concrete elements seasoning were not consistent with the principles concerning construction activities (assessment according to the building record),
- d) more than 12 months had passed since the purchase of product until its application according to the application guidelines,
- e) products were stored or applied in the vicinity of solvents or other chemical substances causing their degradation,
- f) period between the application of Speed Barriers SBS on the roof and installation of proper roofing was longer than 3 months.

For roofs

and other parts of the building above the ground level

Membranes manufactured according to:
PN-EN 13707:2006 IDT. EN 13707:2004 Flexible sheets for waterproofing
– Reinforced bitumen sheets for waterproofing – Definitions and characteristics subject to Icopal SA quality guarantee.

from 3 to 45 years

Junior Top 4.4 Speed Profile® SBS, Zdunbit Speed Profile® SBS, Extradach Top 5.2 Speed Profile® SBS, Polbit Speed Profile® SBS, Polbit Extra Top 5.6 Speed Profile® SBS, Alfa Speed Profile® SBS, Beta Speed Profile® SBS, Omega Speed Profile® SBS, V60 S28H Speed Profile® SBS, Monodach WM, MonoLight, Hydrobit V60, Glasbit G200, Plaster, Vivadach, Membrana PM, Extra Ventilation Top 5.2 Speed Syntan® SBS, Termik Top 5.2 Speed Syntan® SBS, Termik Top 5 Speed Syntan® SBS, Termik V60 (-5°C) S42 H Speed Syntan® SBS, Top PYE PV 250 S5,2 Speed Profile® SBS, Top PYE PV 250 S5,2w Speed Profile® SBS, Base PYE PV 250 S4 Speed Profile® SBS, Base PYE PV 250 s4.0w Speed Profile® SBS

For foundations

and other parts of the building below the ground level

Membrane manufactured according to:
PN-EN 13969:2006 IDT EN 13969:2004 Flexible sheets for waterproofing
- Bitumen damp proof sheets including bitumen basement tanking sheets - Definitions and characteristics subject to Icopal SA quality guarantee.

99-year perpetual guarantee

Foundation Speed Profile® SBS Anti-Radon Foundation Speed Profile® SBS

The only specialist membrane in Speed Profile® SBS technology, manufactured by Icopal SA Zduńska Wola, dedicated solely to waterproofing systems for foundations and underground parts of buildings.

7.4. Decra® , Stratos Eco:

Apart from the circumstances specified in point 7.1. the Guarantor does not take any responsibility resulting from the Personal Icopal Quality Guarantee covering Decra® system, if:

- a) defects or damage were caused by improper substrate where the tiles had been installed, damage of roof surface structure or settling of the building walls,
- b) defects or damage were caused by traffic on the roof surface which was not in compliance with the Guarantor's guidelines or as a result of using the roof surface for other purposes, inconsistent with the suggested use.

7.5. Fastlock® Uni Panels:

Apart from the circumstances specified in point 7.1. the Guarantor does not take any responsibility resulting from the Personal Icopal Quality Guarantee covering Fastlock® Uni Panels, if:

- a) defects or damage were caused by improper substrate (or structure) where Fastlock® panels had been installed or settling of the building walls, etc.

7.6. Icopal Wulkan Chimney Systems:

Apart from the circumstances specified in point 7.1. the Guarantor does not take any responsibility resulting from the Personal Icopal Quality Guarantee covering Icopal Wulkan Chimney Systems, if:

- a) defects or damage were caused by improper substrate (foundation or structure) where Icopal Wulkan Chimney System had been installed, or settling of the building walls, etc.,
- b) damage or cracks were caused by direct impact of flame on the ceramic chimney pipe insert (e.g. during makeshift heating of the building at the job site, overheating of the boiler or defective structure of the boiler, improper pipe insert of the chimney, lack of chimney damper, etc.),
- c) the Guarantor's exact guidelines, included in the installation manual attached with the purchased Icopal Wulkan Chimney System were not fully applied. The installation manual is an inseparable element of the guarantee,
- d) the chimney was built inconsistently with the technical documentation, i.e. project including the requirements of the construction law regarding the chimney technique,
- e) non-certified source of heat or improper technical state was attached to the chimney system (boiler, fireplace),
- f) incomplete or unoriginal accessories of the Icopal Wulkan Chimney System were used,
- g) an identification plate (with installation date, contractor's name, etc.) was not attached to the chimney,
- h) the chimney has not been approved by the chimney supervision body,
- i) no regular inspection (as required by construction law) and no regular cleaning of chimney pipes has been made by the authorized chimney supervision body.

7.7. Icopal Ventilation system::

Apart from the circumstances specified in point 7.1. the Guarantor does not take any responsibility resulting from the Personal Icopal Quality Guarantee covering Icopal Ventilation system, if:

- a) defects or damage were caused by improper substrate (foundation or structure) where Icopal Ventilation system had been installed, or settling of the building walls, etc.,
- b) vent stack was built inconsistently with the technical documentation, i.e. the project including the requirements of the construction law referring to the ventilation technique,
- c) vent stack was not approved by the authorized chimney supervision body,
 - d) no regular inspection has been carried out (construction law) and no regular cleaning of the vent stack has been made by the authorized chimney supervision body.

- 7.8. Siplast Primer® Speed Primer SBS in a system with Silver Primer® Speed Varnish SBS was applied differently than on the asbestos substrate.
- 7.9. Apart from the circumstances mentioned in point 7.1. the Guarantor does not take responsibility for the guarantee for a safe hatch roof with skylight function if no guarantee service agreement has been signed with the roof hatch producer - Awak Sp. z o.o. on terms and conditions binding in Awak sp. z o.o.

8. Settling disputes

All disputes connected with Personal Icopal Quality Guarantee will be settled by arbitration. If the Parties do not meet any agreement through negotiations, the dispute will be subject to the jurisdiction of the common court of law proper to the Guarantor, in Polish and in accordance to Polish Law.

Zduńska Wola, 22 April 2010 r.

Authorised by the Management

Management Proxy for Quality System and Environment



mgr inż. Krzysztof Florczak