

## **PRINCIPLES OF GRANTING PERSONAL ICOPAL QUALITY GUARANTEE FOR A SPECIALIZED MEMBRANE FOR FOUNDATION WATERPROOFING – FOUNDATION SPEED PROFILE® SBS AND ANTI-RADON FOUNDATION SPEED PROFILE® SBS**

### **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](http://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.** Guarantee

2.1. General scope of the Personal Icopal Quality Guarantee

- a) Icopal SA guarantees that the Foundation Speed Profile® SBS membrane purchased by the Customer will maintain its waterproofing properties within 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](http://www.icopal.pl) and [www.fundament.icopal.pl](http://www.fundament.icopal.pl),
- f) Personal Icopal Quality Guarantee for Foundation Speed Profile® SBS membrane is effective only when the membrane is used in a chosen Icopal Secure Foundation System, correct according to 4 criteria: 1. basement, 2. type of soil, 3. ground water level, 4. heat-insulation of foundation walls), according to the procedure provided on [www.fundament.icopal.pl](http://www.fundament.icopal.pl) or with Siplast Primer® Speed Primer SBS

## SPECIAL MEMBRANE USED ONLY FOR FOUNDATION WATERPROOFING

|                               | Guarantee period in years   | Guarantee period in years   |
|-------------------------------|---|---|
| Product trade name            | Guarantee period for <b>Foundation Speed Profile® SBS</b> and <b>Anti- Radon Foundation Speed Profile® SBS</b> with <b>Siplast Primer® Speed Primer SBS</b> | Guarantee period for <b>Foundation Speed Profile® SBS</b> and <b>Anti-Radon Foundation Speed Profile SBS</b> membrane used in one of 64 technical solutions of Icopal Secure Foundation System selected according to the <b>table of solutions</b> – see underneath |
| Foundation Speed Profile® SBS | <b>50</b><br>Note: It can be used only with <b>Siplast Primer®Speed Primer SBS</b>  | <b>99</b><br>Note: It can be used only in Icopal Secure Foundation System   |

\* **Life cycle:** expected time of membrane in-use performance

### Table of solutions – ICOPAL Secure Foundation System

| BASEMENT   | TYPE OF SOIL  | GROUND WATER LEVEL   | HEAT-INSULATION OF FOUNDATION WALLS  |
|--|---|--|--|
| <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">1<br/>BUILDING WITH BASEMENT</div> <div style="border: 1px solid black; padding: 5px;">2<br/>BUILDING WITHOUT BASEMENT</div> | <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">1<br/>PERMEABLE SOIL</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">2<br/>SEMI-PERMEABLE SOIL</div> <div style="border: 1px solid black; padding: 5px;">3<br/>NON-PERMEABLE SOIL</div> | <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">1<br/>BELOW FOUNDATION BASE LEVEL</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">2<br/>TEMPORARILY RISING ABOVE FOUNDATION BASE LEVEL</div> <div style="border: 1px solid black; padding: 5px;">3<br/>HIGH GROUND WATER LEVEL</div> | <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">a<br/>NO HEAT-INSULATION</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">b<br/>WITH HEAT-INSULATION, TWO-LAYER WALL</div> <div style="border: 1px solid black; padding: 5px;">c<br/>WITH HEAT-INSULATION, THREE-LAYER WALL</div> |

### The Icopal Secure Foundation System comprises the following products:



**Speed Primer SBS**  
priming agent  
Siplast Primer® Speed Primer SBS



**Speed Insulation SBS**  
waterproofing coating SBS  
Siplast Foundation® Speed Insulation SBS



**Speed Profile® SBS**  
specialist membrane  
Foundation Speed Profile® SBS



**Speed Profile® SBS**  
specialist membrane  
Anti- Radon Foundation Speed Profile® SBS



**Speed Drainage SBS**  
vertical drainage  
ICODREN 10 Speed Drainage® SBS



**TERMO PIR**  
heat-insulation  
- foundation walls  
- two-layer wall  
- floor

\* **expected period of membrane performance is equal to expected technical life of a building**, which means that the membrane applied in the building according to 1) PN-EN 13969:2006 and 2) according to use and application guidelines as specified in the technical datasheet of the product available on [www.icopal.pl](http://www.icopal.pl) (for waterproofing of walls above or below floors or slabs located in the ground, in order to protect against water causing hydrostatic pressure, passing from the ground inside the construction or from one part of the construction to another) will maintain its waterproofing properties for the whole period of the building's performance when used properly.

### 3. Guarantee Period of Personal Icopal Quality Guarantee

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- 3.1. Guarantee Period of Personal Icopal Quality Guarantee for Foundation Speed Profile® SBS and Anti-Radon Foundation Speed Profile® SBS membrane used in Icopal Secure Foundation System is 99 years. Guarantee period of Personal Icopal Quality Guarantee for Foundation Speed Profile® SBS and Anti-radon Foundation Speed Profile® SBS used with Siplast Primer® Speed Primer SBS is 50 years.
- 3.2. When the purchase is registered by the customer 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 ( or with Siplast Primer® Speed Primer SBS)

### 4. Procedure of obtaining rights from the Personal Icopal Quality Guarantee

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- 4.1. The condition necessary for obtaining 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](http://www.gwarancje.icopal.pl) and receive Icopal Guarantee Card.
- 4.2. 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](http://www.gwarancje.icopal.pl) within 45 days from invoice date documenting the purchase of Icopal product covered by Personal Icopal Quality Guarantee and belonging to selected Icopal Secure Foundation System ( or with Siplast Primer® Speed Primer SBS.
  - 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 belonging to Icopal Secure Foundation System ( or with Siplast Primer® Speed Primer SBS)  
The information must be consistent with the purchase document and technical requirements of the chosen system; in case of membrane application with Siplast Primer Speed Primer SBS- Personal Icopal Quality Guarantee is granted if Siplast Primer Speed Primer SBS was bought and applied in the quantity no less than 0, 2 l per m<sup>2</sup> chosen membrane.
  - 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) on condition that 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 paragraph 2 point f and paragraph 4.2 point c above are fulfilled.

#### 4.3. 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 invoice date documenting the purchase of products or components of Icopal system covered by the Personal Icopal Quality Guarantee.

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

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- 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](http://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 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 the 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. groundless claim, the Guarantor will have the right to charge the entitled to the guarantee with costs of the inspection mentioned above in point f;
- 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 the 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 6 of the Principles of granting Personal Icopal Quality Guarantee Icopal rests on the entitled to the guarantee.

## 6. Exclusion of the Guarantor's responsibilities

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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 point d of paragraph 5;
- b) the documents provided by the entitled to guarantee are inconsistent or illegible and 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](http://www.icopal.pl) and [www.fundament.icopal.pl](http://www.fundament.icopal.pl);
- f) products which were installed had a visible manufacturing defect;
- g) membrane was installed inconsistently with its usage specified in 1) PN-EN 13969: 2006 and inconsistently with 2) the use and application guidelines as specified in the technical datasheet of the product available at [www.icopal.pl](http://www.icopal.pl), i.e. was used for another purpose than for waterproofing of walls, or above or below floors, or slabs located in the ground, in order to provide protection against water causing hydrostatic pressure, passing from the ground into the construction or from one part of the construction to another;
- h) the period of time between membrane installation and total covering of membrane (with soil or floor layers) was longer than 6 months (according to the records from the construction record book);
- i) defects of the building were caused by extraordinary movements of building due to settling of the building, movements caused by location of the building in areas influenced by mining detrimental effect, tectonic movements, etc.)
- j) membrane was applied with another primer than Siplast Primer® Speed Primer SBS, with no other primer or too small amount of Siplast Primer® Speed Primer SBS (according to the records from the construction record book or purchase and guarantee documents);
- k) membrane was applied without other products belonging to the selected system or with too small amount of these products (according to the records from the construction record book or purchase and guarantee documents);
- l) membrane was not applied according to the instructions of Icopal SA, i.e. not in compliance with technical drawings of underground parts of buildings available at [www.icopal.pl](http://www.icopal.pl) , [www.fundament.icopal.pl](http://www.fundament.icopal.pl) (necessity of applying pressure walls when membrane is used on a wall as well as the application of the whole Icopal Secure Foundation System).

## 7. Settling disputes

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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.

Zdunska Wola, 8 May 2009  
Authorised by the Management  
Management Proxy for Quality System and Environment



mgr inż. Krzysztof Florczak