

## TRESPA ATHLON GUARANTEE



1. The following properties of Trespa Athlon are guaranteed:

- a. Impact resistance
- b. Scratch resistance
- c. Moisture resistance

The properties are guaranteed for a period of ten (10) years effective from the date of first purchase of the relevant panels

- 1 a. Impact resistance means that the surface of Trespa Athlon is able to withstand a maximum impact load of 40 N (index number 4), measured in accordance with EN438
- 1 b. Scratch resistance means that the plain colours of Trespa Athlon fulfil index 4 and dark colours of Trespa Athlon fulfil index 3 measured in accordance with EN438
- 1 c. Moisture resistance means that Trespa Athlon is not affected by moisture when applied according to (2) and (3)

The guarantee is issued subject to the following provisions:

2. The guarantee concerns the standard delivery program of Trespa Athlon panels with thickness dimensions from 6 to 20 millimetres, to be used for following interior applications: wall lining, bumper rails, sanitary cubicles and lockers, partitions, office- and scientific furniture.
3. The guarantee will apply provided that the instructions regarding storage, fabrication, installation and maintenance pertaining to Trespa Athlon panels and the requirements for the underlying construction as included in the Trespa Athlon brochures and certificates – as applicable on the day of purchase – have been followed. In all cases application and installation of the Trespa Athlon panels must be in accordance with national and/or local building regulations and guidelines and recommendations of third parties. In the event of any discrepancy between these regulations and guidelines on the one hand and the Trespa guidelines and recommendations on the other, the customer shall confer with the producer before installation.
4. In case of a justified claim under the guarantee, Trespa Athlon panels will be delivered to replace the faulty panels. If the replacement panels are unavailable or are not available in good time, it will suffice to repay the purchase price. Any liability on the part of the producer with respect to any defect in the Trespa Athlon panels will be limited to the above-mentioned obligations.
5. A claim under this guarantee must be reported to the authorised Trespa supplier in writing immediately, accompanied with the invoice for the concerned Trespa panels/Trespa delivery, though no later than within 30 days after the date that the non-compliance could reasonably have been discovered.
6. This guarantee does not extend to the following forms of damage:
  - damage caused by non-compliance or improper compliance by the customer and/or user with the guidelines and recommendations of the producer, national and local guidelines and legislation and recommendations of third parties;
  - damage caused deliberately by the customer and/or user
  - damage caused by a wrongful act, negligence or improper use by the customer and/or user
  - consequential damage, damage to third parties and damage covered by any (liability) insurance policy of the customer and/or user and/or third party;
  - damage not reported in good time or in the proper manner, or damage caused by incorrect or improper information provided by the customer and/or user;
  - damage resulting from storms, sandstorms or other natural disasters, acts of war, terrorism, or any other form of force majeure.
- 7.. The guarantee will be governed by Dutch law to the exclusion of treaties and uniform conventions on the international sale of movable, corporeal goods. The Roermond District Court will have exclusive jurisdiction to take cognisance of all disputes arising from this guarantee.