



# TWEHA'S PRODUCT AND PERFORMANCE GUARANTEE

version number 3.2 dated December 1, 2020



**TWEHA's bonding systems are premium-grade, high-performance, moisture-cured, one-component SMP-based elastic adhesive. Cure to a tough, durable, flexible consistency with exceptional shear and tensile strength, free of solvents, isocyanates and organic tin compounds.**

## Guarantee

TWEHA guarantees their high-end hybrid polymer adhesive systems, by normal use and maintenance, shall be free of any defects in material impairing the functionality of these bonding systems for a period of 20 years.

The coverage of this guarantee is valid for damage occurring anywhere worldwide.

Among the aforementioned products is meant a high-end hybrid polymer adhesive systems, TWEHA-KR8, - iTec, - PanelMate, -StoneMate, -GlassMate, -MetalMate and/or -SolarMate including the associated auxiliary TWEHA-Cleaner+, -Prefix X-tra, -Tape, -Blacken and/or -WoodProtect.

## Period of Guarantee

The period of guarantee is 20 years. This period starts either after delivery of products, or at the time of positive project or construction acceptance in which the adhesive system is applied. The application must be free of visible defects.

## Claim in written notice

In order for this Product and Performance Guarantee eligibility damage must be provided with written notice of any guarantee claims without undue delay, in any event not later than 10 days from discovery of the circumstances giving rise to the claim. The claim shall be accompanied by the original invoice and, unless reflected by the invoice, state the delivery date and serial number. If a claim is not made in any timely and proper manner, TWEHA shall not be liable for the claim under this Product and Performance Guarantee.

## Exclusion

The guarantee further shall apply only if impairment is not due to causes beyond the control of TWEHA, such as improper use.

Regarding transport, handling and storage this Product and Performance Guarantee is only granted if the adhesive products and the auxiliary substances belonging to TWEHA's Bonding Systems

- are being treated as required in the Instructions of Use.

Regarding application this Product and Performance Guarantee is only granted if the adhesive products and the auxiliary substances belonging to TWEHA's Bonding Systems and:

- are applied, used and maintained as required in the Instructions for Use
- are applied to substrates that have been successfully tested and approved by TWEHA and processed in accordance with the processing guidelines of both TWEHA's Bonding Systems, substrates and substructure.

## TWEHA'S PRODUCT- AND PERFORMANCE GUARANTEE

version number 3.1 dated June 30, 2018

This Product and Performance Guarantee only accept claims if a performance test conducted by TWEHA or an independent institute (as agreed in advance by TWEHA) confirms that performance is reduced and that reduced performance is due to a detectable material or manufacturing defect in the adhesive products, or in one of the auxiliary substances belonging to the bonding systems, showing:

- loss of strength of the adhesive system (cohesive failure);
- loss of adhesion to the cladding material (adhesive failure), and / or
- loss of adhesion to the substructure (adhesive failure).

### Coverage

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If cladding material or bonding system is, or must be, exchanged or replaced, the costs of uninstallation and reinstallation, as well the costs of shipping are not covered by this Product and Performance Guarantee.

If a claim is made under this guarantee, TWEHA may, at its sole discretion, provide any of the following remedies:

- exchanged with another products of identical or similar performance,
- repair if the defective adhesive product,
- delivery of an additional adhesive product
- refund of the adhesive product's replacement value., reduced by annual depreciation based upon the straight line method and a useful life of 50 years.

### Expiry Date

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In case of damage remains the original expiry date of the Product and Performance Guarantee Period in effect.

Performances rendered under this Product and Performance Guarantee shall result in no extension of the guarantee period. If TWEHA delivers additional material, the original guarantee period shall continue to apply to the newly delivered bonding systems.

### Place of Expertise and/or Examination

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Once the expertise and/or an examination outside the Netherlands is necessary travel- and accommodation costs, as well as the hourly rate for the third-party travel time, are not recoverable.

### Additional

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This Product and Performance Guarantee provides no legal basis for any additional claims against TWEHA, including, without limitation, any claims for lost profits, lost use, or indirect damages, or any claims for indemnity of damages not involving the product. In addition, TWEHA's total liability under this Product and Performance Guarantee shall be limited to the (net) purchase price paid for the affected products as reflected by the invoice.

This Product and Performance Guarantee is an independent guarantee that is not contingent upon of any legal or contractual warranty claims. The Product and Performance Guarantee is no guarantee of quality or durability and shall not be construed as an agreement on the quality of the products between buyer and seller. The Guarantee as such shall give rise to no warranty obligations.

Upon expiration of the guarantee period applicable, claims may no longer be brought under the guarantee.

This Product and Performance Guarantee, including all claims arising from or in connection with this Product and Performance Guarantee, shall be subject to Belgium laws. Any disputes arising from or in connection with this Guarantee shall be adjudicated exclusively by a court of competent jurisdiction in Belgium.

Amsterdam, November 1, 2022