



Trespa Athlon Product Guarantee

1. The following properties of Trespa Athlon are guaranteed:

- a. Resistance to impact
- b. Resistance to scratching
- c. Resistance to moisture

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

- a. Resistance to impact means that when the surface of Trespa Athlon is submitted to the test of resistance to impact by large diameter ball, the diameter of indentation is less than or equal to 10 mm - in accordance with EN438-2:21.
- b. Resistance to scratching means that the colours of Trespa Athlon fulfil index 3 measured in accordance with EN438-2:25 (except for Black E0.09/CR which fulfils index 1).
- c. Resistance to moisture means that Trespa Athlon is not affected by moisture when applied with due observance of the conditions set out in clause 2 of this guarantee

2. The guarantee is issued subject to the following provisions:

- a. The guarantee concerns the standard delivery program of Trespa Athlon panels with thickness dimensions from 6 to 20 millimetres, to be used for the following interior applications: wall lining, bumper rails, sanitary cubicles and lockers, partitions, office- and scientific furniture.
- b. The guarantee will apply provided that the instructions regarding storage, machining 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 local building legislation and with (correct) recommendations of third parties being suppliers of sub frame or fixing systems. In the event of any discrepancy between this legislation on the one hand and the Trespa guidelines and the recommendations of third parties on the other, the customer shall before installation request written confirmation from Trespa on whether or not the Trespa guidelines and/or the recommendations of third parties have to be followed.

3. This guarantee does not cover:

- damage caused by non-compliance or improper compliance by the customer and/or the user with the guidelines and recommendations of Trespa, national and local building legislation and/or with (correct) recommendations of third parties;
- damage caused by wilful misconduct of the customer and/or the user;
- damage caused by a wrongful act, negligence or improper use by the customer and/or the user;
- consequential damage, damage to third parties and damage covered by any (liability) insurance policy of the customer and/or the user and/or any third party;

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- damage not reported in conformity with the provisions of this guarantee or in the proper manner, or damage caused by incorrect or improper information provided by the customer to TrespA and/or its authorised distributor;
- damage resulting from storms, sandstorms or other natural disasters, acts of war, terrorism, or any other form of force majeure.

4. Claims

- a. A claim under this guarantee must be reported to the authorised TrespA distributor or to TrespA in writing immediately, accompanied with the invoice for the concerned TrespA panels/TrespA delivery, but no later than 30 days after the date that the customer and/or the user could reasonably have discovered the non-compliance.
 - b. Without prejudice to the expiry period of clause 4a all claims under this guarantee, shall in any event expire six months after the date the customer has become aware or could reasonably have become aware of the existence of such claim.
 - c. In case of a legally valid claim under the guarantee, TrespA will deliver new TrespA Athlon Panels to replace the faulty panels. If the replacement panels are undeliverable or cannot be delivered in good time, TrespA will repay the original purchase price. Any liability on the part of TrespA or the authorised distributor with respect to any defect in the TrespA Athlon panels will be limited to the above mentioned obligations.
5. This product guarantee is exclusively governed by Dutch law. The UN-Convention on the international sale of goods, as well as any other treaty or uniform law concerning the international sale of moveable, corporeal goods do not apply. The District Court of Roermond will have exclusive jurisdiction to take cognisance of all disputes arising from this guarantee.

Weert, October 2008

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