

Guarantee Terms in Various Environments

The guarantee entails CW Lundberg replacing faulty products with new, flawless products without delay. If a product has damaged the outer roof or any other part of the roof, CW Lundberg AB will pay compensation equivalent to the cost of buying such material new. The new product is made available to the roof owner at CW Lundberg AB's factory in Mora. Instead of compensating the roof owner with a new product, CW Lundberg AB is entitled to effect repairs or in some other way to rectify the fault in the original product.

The guarantee covers all products made of Zinc magnesium and stainless steel by CW Lundberg AB after 1 May 2016.

The guarantee is subject to the following conditions:

- The guarantee period is determined based on the environment in which the product is installed; see sample environment in the table below.
- For an installed product, the guarantee only applies on the condition that the installation is done in accordance with CW Lundberg AB's instructions that applied at the time of the purchase.
- The product shall have been maintained in accordance with CW Lundberg AB's instructions that applied at the time of the purchase.
- The product may not have been subjected to abnormal wear and tear or loaded over normal limits and directives stated for roof safety products, e.g., snow fences.
- Claims shall be made to CW Lundberg AB within one month after the fault is discovered or has been made known to the roof owner.
- The right to compensation applies to the owner of the roof on which the product has been installed or will be installed.

When does the guarantee not apply?

- The guarantee does not apply to damage to products that have occurred have the risks have been transferred from CW Lundberg AB to its customer. The guarantee thus does not apply, e.g., to transport damage after such transfer of risk, or to damage due to faulty or careless storage or other handling by a wholesaler, retailer or end customer. In case of such damage, the retailer is primarily responsible according to statutory regulations.
- The guarantee does not apply if the installation is supplemented with components of a make other than that of CW Lundberg AB.
- The guarantee does not apply to anything other than that which is stated in this document.

Specific guarantee time	Guarantee time (years)
Enamelled products installed on copper roofs.	20

Corrosivity class	Environmental corrosivity	Environmental example	Guarantee time (years)
C1	Very low	Heated areas with dry air and negligible amounts of air contamination, e.g., offices, stores, schools and hotels.	100
C2	Low	Atmospheres with low concentrations of air contamination. Non-heated areas with fluctuating temperatures and humidity. Low frequency of condensation and low concentrations of air contamination, e.g., sport halls, warehouses.	80
C3	Moderate	Atmospheres with a certain amount of salt or moderate air contamination. Urban areas and lightly industrialised areas. Areas with a certain amount of influence from the coast. Areas of moderate humidity and a certain amount of air contamination from production processes, e.g., breweries, dairies, laundries.	60
C4	High	Atmospheres with a moderate amount of salt or considerable air contamination. Industrial and coastal areas. Areas with high levels of humidity and large quantities of air contamination from production processes, e.g., chemical industries, indoor swimming pools, shipyards.	40
C5-I	Very high (Industrial)	Industrial areas with a high degree of air humidity and an aggressive atmosphere. Areas with almost permanent condensation and large amounts of air contamination.	20
C5-M	Very high (Marine)	Coastal and offshore areas with large quantities of salt. Areas with almost permanent condensation and large amounts of air contamination.	20

Corrosivity classes according to EN ISO 12944-2:1998

Guarantee Regulations

General Directives for the Purchase of Goods in Profession Construction Activities. Excerpt from Swedish regulations ABM 07.

1. Claims regarding Transport Damages

The purchaser may not cite a good as being faulty if he does not submit a written notification of the fault (claim) within the deadlines stated below.

It is incumbent upon the recipient to inspect the packaging and the goods upon arrival and before acknowledging the waybill. Faults that are noticed or that should have been noticed when the good is transferred to the buyer shall be claimed in writing within one week following and before the good is installed. If the fault can be assumed to have occurred during transport and the good is acknowledged on the waybill, the fault shall furthermore be reported to the freight carrier.

The damage shall be noted on the incoming freight's waybill and be signed by the driver.

Claims for compensation for transport damages shall be required by the expeditor.

Otherwise, the fault must be claimed within a reasonable amount of time after the fault has been noticed or should have been noticed or otherwise has come to the attention of the buyer by means of a claim made by another party.

Comment

A "claim made by another party" pertains inter alia to a claim that the buyer's client puts forth, normally upon inspection of the construction. Inspection remarks which in the opinion of the buyer are due to faults in the goods must be claimed to the seller without delay.

2. Seller's Responsibility for Faults

Unless otherwise stated, the following applies:

The liability period is ten years from the date the good is delivered and it begins with a guarantee period of five years. If the good is intended for a construction project that will have a final inspection or be delivered in some other manner, the liability period and guarantee period begin as of the day that the construction period is approved. However, the liability period and guarantee period for a good that has been delivered to a construction project expired eleven and six years after the good has been delivered, respectively.

The seller is responsible for faults that appear and are reported during the liability period. For faults that occur after the end of the guarantee period, the seller is, however, responsible only if the fault is substantial and can be demonstrated to be due to carelessness on the part of the seller.

The guarantee liability entails an obligation to the seller to rectify faults that arise during the guarantee period. However, the seller is not responsible for such things that are due to incorrect assembly or installation, lack of maintenance, improper care, mishandling, abnormal use or anything else attributable to the buyer. The buyer is responsible for following and documenting the agreed maintenance and care measures. If during the guarantee period the seller is of the opinion that he is not responsible for the claimed fault, it shall be incumbent upon him to demonstrate that the good is compliant with the contract or show that it is likely that the claimed fault is due to something on the part the buyer.

Comment

Deliveries to a construction project are made ahead of time before the approval of the construction project. The regulations set out in ABM 07 assume that this time period shall not exceed one year. Such a limitation of the supplier's responsibility has previously been lacking in ABM. After the claim is submitted, the seller must rectify the fault or issue a new delivery without delay and at no cost to the buyer. If the seller can demonstrate without a more precise examination that there are no faults, he shall be entitled to reasonable compensation for the costs expended.

Mora, 25 November 2011

[Signature]

Bengt Lundberg
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