



GENERAL GUARANTEE CONDITIONS OF CONCRETE SLAB RENDERING WORK

1. Introduction

1.1 The Contractor shall guarantee quality of work carried out in the form of an industrial concrete slab under the conditions set forth herein and in the Contract. Any deviations from these General Guarantee Conditions require written confirmation by the Contractor, to prove their validity, in the Proposal, the Contract, or Purchase Order. In this case, the invalidity of one of the provisions of the GGC will not invalidate the remaining provisions.

1.2 Definitions of terms used in this document:

- **GGC** – General Guarantee Conditions for construction work carried out by Fibre System Sp. z o.o.
- **Contractor** – Fibre System Sp. z o.o., ul. Jutrzenki 118 Warszawa
- **User** - entity that directly purchases the rendered works and product of the Contractor or Investor or Lessee on which the guarantee has been applied under a contract between the Contractor and the General Contractor.
- **Contract for performed construction work** - a contract between the Contractor and the General Contractor for concrete slab work done by the Contractor and for which the guarantee is issued to according to the conditions described in this document
- **Concrete slab/product** - an industrial product made in the context of the work by the Contractor in accordance with the executive project, the theory of construction, and the Technical Standards and Approvals



- **Instructions for use and maintenance of the industrial concrete slab** - overall scope of activities that should be carried out by the User in order to maintain the correct quality of the concrete slab, which are a necessity for upholding the guarantee given by the Contractor.
- **Defect** – an imperfection of the concrete slab which reduces the value or utilization for the purpose designated in the Contract or resulting from the executive or construction project or inappropriate for the use described in the specifications (in accordance with Article 556 § 1 of the Civil Code).
- **Crucial Defect** - a defect which makes the construction product unfit for normal use or for use specified in the contract. A crucial defect of an industrial concrete slab should therefore be considered as one which prevents the use of the floor in accordance with its intended purpose, i.e. an improper loading capacity which does not satisfy the loading demands made on the concrete slab, dust formation, or inability to carry out warehouse transport.

It is worth remembering that most defects are removable or irremovable however, they are not always crucial defects.

2. Guarantee Period:

The Contractor shall determine the guarantee period for completed works in the Contract/the Request/Sales Offer. The Contractor agrees to remove any physical defects of the product, if the defects are revealed within the period specified in the guarantee, so that the concrete slab may properly (i.e. in accordance with the contract specifications and Executive Project) function within the guarantee period.



3. Scope of guarantee obligations:

- 3.1. During the guarantee period the Contractor obliges to gratuitously remove defects, only if they appear for reasons attributable to the Contractor (e.g. in connection with the improper execution of works, as well as in the case of usage of defective materials).
- 3.2. In the case of inability to remove the defect of the concrete slab or one of its parts, the Contractor undertakes to restore its usability in accordance with the Executive Project or grant a discount proportional to the defect, possibly providing additional indications adequate to the occurring defects.
- 3.3. The Contractor guarantees that the rendered concrete slab will fulfill its role. If during the guarantee period, the user finds noncompliance in this respect in the operation of the product and submits to the Contractor a written notice of such noncompliance, the Contractor shall take steps to clarify its causes and in the event that he is responsible for it, bring the floor to the proper state.
- 3.4. The Contractor's Liability covers only those defects that arise from causes inherent to the rendering, as agreed in the contract, of the concrete slab and is limited maximally to the amount of its construction cost.
- 3.5. The User is obligated to properly clean and care for the concrete slab according to the instructions of use. In case of absence of such proceedings, the guarantee will not be valid in terms of the surface.
- 3.6. If the reported defect prevented the use of the concrete slab, then the guarantee is extended by the time of removal of defects/repair work for the area unavailable for use.
- 3.7. The Contractor reserves the right to perform multiple inspections of the concrete slab during the guarantee period, in order to control



the state in which it resides. The Contractor reserves the right to, at least, perform inspections according to the following schedule:

- After 6 months from the start of use/acceptance of the Investment,
- After each year of use,
- 30 days before the end of the guarantee period.

The Contractor has the right to withdraw from the guarantee obligations in the scope of responsibility for an area in the event of incorrect maintenance and cleaning of the concrete slab (e.g. irregular washing, use of products with the wrong pH, or use of improper cleaning pads), improper care of the concrete slab, or to withdraw from the guarantee obligations in the scope of load capacity and/or from the full scope of the guarantee in case of operation by the User which is deemed incompatible with the design goals (e.g. overloading the floor).

The Contractor also has the right to withdraw from the guarantee in cases where the User prevents the Contractor from carrying out inspections according to the previously outlined schedule.

3.8. In the course of concrete slab inspection, various characteristics will be assessed, such as: usage, type and size of the introduced load, surface condition, cleanliness, frequency and quality of washing, the amount and nature of any scratches, cracks, or chips, and state of construction joints and their adjacent concrete.

3.9. Reports concerning the technical condition of the concrete slab along with information about possible failure to adhere to the instructions for use and exploitation of the concrete slab are made during each inspection, with reference to the time since its rendering and its status during the previous review. The person authorized to compile such reports is a representative of the Contractor. The reports are provided to the User.



3.10. The user is obliged to immediately inform the Contractor, in writing, of any defect noticed in the concrete slab within 14-days of its appearance, under pain of payment for its repair.

4. Grievance Process

4.1. A grievance is considered by the Contractor on the basis of written notification of the grievance lodged by the User, containing a description of the fault and sent to the address below, with confirmation of delivery:

Fibre System Sp. z o.o.

Ul. Jutrzenki 118, 02-230 Warszawa

4.2. The Contractor shall inform the User, within 5 working days of receiving an effective notification of the grievance, of the merits of the notification and when the Contractor considers it to be valid, he will determine the method and timetable of repair, under guarantee, of the User's product. When the validity of the complaint is questioned, a specific survey will be arranged whose aim is to determine the condition of the concrete slab and verification of the complaint.

4.3. The User agrees to allow access to the Contractor to repair the defected site without impediments at an agreed date and at no additional cost.

4.4. The timing of the repair work depends on the nature and specifics of the defect and each is determined individually in the information sent by the Contractor.

5. Removing defects

5.1. The User is obliged to agree upon a time for removal of the defect with the Contractor.



- 5.2. Arrival of the repair crews to the place of the repair works shall be at the expense of the Contractor.
- 5.3. The materials used to repair a guaranteed concrete slab shall be at the expense of the Contractor.
- 5.4. The User agrees to make available to the Contractor access to the repair site, access to the electricity grid (also 380V), and access to water, free of charge.
- 5.5. Defects of the concrete slab will be repaired as soon as possible as confirmed in writing to the User, after determining the nature and causes of the defects, and based on the technical indications as to how to remove them.
- 5.6. Additional arrival of repair crews at the fault of the User will be at the expense of the User (e.g. due to inadequate time of permitted access to the repair site).

6 Limitations of guarantee liability

- 6.1. This guarantee does not cover defects or malfunctions of the concrete slab resulting from its improper and inconsistent use or exploitation, which is not in accordance to the instructions of operation and maintenance, or incurred as a result of use in a manner inconsistent with the purpose and technical specification or Executive Project.
- 6.2. The guarantee does not cover any materials or equipment of the User supplied to the Contractor for their use/installation.
- 6.3. In cases where for rendering or repair of the concrete slab, faulty materials are indicated by the General Contractor or the User, at their specific request, (e.g. type of concrete, type of dry mortar, repair materials) the guarantee does not apply.



6.4. The guarantee does not apply to:

6.4.1. Symptoms resulting from normal wear and tear of the product (e.g. gradual attrition of the superficial surface layer in high traffic areas)

The degree of wear and tear is determined by the intensity of use with regard to the designed materials and their methods of cleaning.

6.4.2. Filling of cutting joints.

6.4.3. Damage resulting from improper transport or storage.

6.4.4. Mechanical damage and damage to the product caused by external factors (e.g. weather, chemicals, acids, batteries, food products with particular emphasis on vinegar, sugar and salt, hydraulic oil and engine moisture, soil instability, changes in soil and water, mining damage).

6.5. In the event that the Contractor ascertains that modifications or repairs of the concrete slabs, structural changes and any other interference in its structure or surface, have been made by a person unauthorized by him, and without his written consent, the User loses all guarantee rights.

6.6. The Contractor is not responsible for the following during exploitation: mechanical damage to the surface, the effects of flooding the concrete slab, the use of unauthorized chemicals, and loading the surface above capacity, as according to the Executive Project.

7. Features of the concrete slab and its performance

7.1. The Contractor shall ensure implementation of the concrete slab, according to the principles of the executive project in accordance with the intended design, without a decrease in the loading or



transport capacity set out in the specification during the declared guarantee period.

7.2. The Contractor shall prepare an executive project of the industrial concrete slab based on the specifications or based on a shared and approved construction/executive project provided by the User.

7.3. The executive project of the industrial concrete slab will be approved by the General Contractor before rendering the slab, also in terms of the selection of materials and their characteristics, keeping in mind the conditions of the slab's future exploitation.

7.4. Conditions for execution of the works specified in the executive project, must be ensured and pose no threat to the quality of work. It should also be noted that safety measures are marginally important when faced with the elements of nature, which have a major impact on the quality of work during rendering of the concrete slab, despite any remedial action taken. It is important to choose the time of year and weather conditions for work so that: humidity is as high as possible and the temperatures are in the range of +7 C to +25 C.

7.5. In the period of 28 days after completion, the concrete slab may be loaded in accordance with the timetable set out by the executive project but a full capacity load can be introduced only after a period of 28 days provided that the temperature remains standard. The consequence of noncompliance with this condition may be damage to the surface or structure of the slab, and may be one of the causes of defects that appear at a later date. Such defects are not valid under guarantee.

7.6. A naturally occurring feature of impregnated/hardened superficially industrial concrete slabs are surface micro-cracks (i.e. hair-line cracks), which appear in a net-like pattern. This is not a physical



defect of the product, but its inherent natural trait. These cracks are superficial scratches that do not lead to delamination of the top layer. These micro-cracks are practically unavoidable in the course of rendering the slab and are not subject to any repair.

7.7. The surface of a hardened concrete slab may have traces of mechanical trowelling – caused by trowelling machines and their smoothing plates. They are the natural effects of the accepted technology. Imperfections of surface trowelling occur especially around the joints, columns, gates, slab edges, and do not constitute defects in the product.

7.8. Both the final and intermediate (during drying) surface color is the result of many components, such as:

- diversity and unevenness of concrete aggregates used
- the degree of mixing of the different batches of concrete, aggregate moisture, etc.
- unevenness of the dry mortar and its amount at different areas of the slab
- unevenly applied impregnate and uneven curing or drying under the impregnate or foil cover
- inability to mechanically trowel the concrete slab in the area of construction joints, columns, and walls.
- Changes in humidity and temperature during construction and during the cement curing process.

Unevenness in color is not a defect but a natural characteristic of industrial cement slabs and does not require repair.

7.9. The phenomenon of rising edges of the slabs is natural for a concrete slab with a relatively thin cross section in relation to its length and, as such, despite the impact on for example, notching of the slabs, it is not possible to eliminate this through any executive



action. For jointless slabs, this phenomenon is minimized by dowelling all edges of the slab.

7.10. Filling the gaps in the construction joints of jointless slabs should be made in the period after which approximately 90% contraction has occurred or after a period of approximately one year after execution. Disruptions of fillings between elements should be reported and improved, but they do not affect the operation of concrete slabs except for in wet processes.

7.11. Cracks with a width of less than 0.5 mm do not qualify for repair in concrete slabs because of the lack of impact, in most cases, on the utilization of the slab. However, all cracks whose edges are subject to crumbling due to vehicular traffic, must be repaired.

7.12. Assessment of the concrete slab or its possible defects, their causes and ways to repair them will take place firstly on the basis of the Executive Project, followed secondly by the document:

"Contractors' Association Guidelines for Industrial Slabs" from December 2010, which are annexed to this guarantee.

I have read the terms of the Guarantee provided by the Contractor and hereby accept them: