

# GUARANTEE DOCUMENT

## FOR PROVISION OF GUARANTEE WHEN USING **RETANOL** FOR CEMENT SCREEDS.

PCT Performance Chemicals GmbH provides a

### GUARANTEE

for the workability of cement screeds with all types of covering between 3 and 21 days (depending on dosage) up to an amount of

**€ 2,000,000.- / claim for financial losses**

**€ 1,000,000.- / claim for property damage**

**€ 2,000,000.- / claim for personal injury**

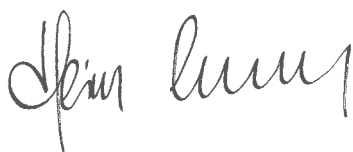
Insurance cover shall be provided for all damage occurring during the proper use of Retanol® as a screed additive due to the use of the product.

All consequential damage such as damage due to delay in meeting deadlines and removal of the screed in the event of verification of defective properties of the screed arising from the use of Retanol® shall be co-insured.

The insurance amount is covered by Bayerischer Versicherungsverband AG, Munich, subject to the conditions specified overleaf.

The provision of the guarantee is subject to supervision of and assistance at the construction site by PCT during the entire period of screed application by a PCT employee. A separate assignment is required for this purpose.

Hemmingen, April 30, 2012



Heinz Leistner  
Managing Director

The insurance conditions specified overleaf are also applicable.

## VIII PRODUCT RISK

### 1 SUBJECT MATTER OF THE INSURANCE

- 1.1 The statutory liability of the Assured for personal injury, property damage and further damage resulting therefrom shall be insured where these are caused by
- products manufactured or supplied
  - work or other performances rendered by the Assured.

The insurance cover shall commence at the time at which the Assured has brought the products into commercial use, completed the work or rendered the performances.

- 1.2 Notwithstanding Section 7.7 of the AHB (General Conditions for Statutory Third Party Liability Insurance) insurance cover shall be provided for statutory liability claims relating to damage occurring to items of third parties due to commercial or professional activity of the Assured on or with such items, and any financial losses resulting therefrom. Such cover shall be provided only where the damage has occurred after completion of the work or rendering of the other performances.

Excluded from insurance cover are claims relating to damage to

- motor vehicles, rail vehicles, watercraft, containers and their loads;
- items which are or have been on the premises of the Assured for contract manufacturing or processing, repairs or other purposes.

### 2 INSURED RISK

The insurance cover relates to the extent of production and activities specified in Part A I, Section 2 of the company description. Within the context of such risk, claims relating to damage resulting from the awarding of performance contracts to third parties (subcontractors) shall also be insured. The liability of the subcontractors themselves and their employees shall not be insured.

### 3 AMOUNT INSURED, MAXIMIZATION AND DEDUCTIBLE

#### 3.1 Amount insured

- 3.1.1 The amounts insured shall be in respect of Part A VIII Sections 1 and 4.1:

See Part A I Section 4.1 of the contract.

- 3.1.2 The amounts insured shall be in respect of Part A VIII Section 4.2 ff.

Within the context of the amount insured for property damage pursuant to Part A I Section 4.1: € 2,000,000 for financial losses.

#### 3.2 Maximization

The maximum compensation in any one insurance year shall be limited to twice the amounts insured as specified in Section 3.1.

#### 3.3 Deductible

In the case of every claim in the amount specified in Part A VIII Section 4.2 ff. the Assured shall pay a deductible of 10%, at least € 1,000 and a maximum of € 5,000 on the insured damage.

In the case of serial damage within the meaning of Part A VIII Section 8.3 the deductible for all claims described on this page shall be 10 %, at least € 2,000 and a maximum of € 10,000.

### 4 LIMITATIONS ON AND EXTENSIONS TO THE INSURANCE COVER

#### 4.1 Personal injury or property damage relating to material defects due to lack of agreed properties

Notwithstanding Sections 1.1, 1.2 and 7.3 of the AHB, insurance cover shall be provided for statutory compensation claims of third parties based on material defects relating to personal injury, property damage and further damage resulting therefrom if the Assured must, due to an agreement with his customer concerning specific properties of his products, work and/or performances, take responsibility, regardless of fault, for the fact that these exist at the time of passing of risk.

#### 4.2 Damage due to combination, mixing and processing

- 4.2.1 Insurance cover shall be provided for statutory compensation claims of third parties relating to the financial losses specified in Section 4.2.2 within the meaning of Section 2 of the AHB due to defectiveness of complete products of third parties which have come into being due to a non-separable combination, mixing or processing – for actual or economic reasons – of defectively manufactured or delivered products with other products. Products within the meaning of this regulation may be both products of the Assured and products of third parties which contain products of the Assured.

Inadequate advice concerning the application or use of the products manufactured or supplied by the Assured and incorrect deliveries shall rank equally with defects in manufacture or faults in delivery.

Notwithstanding Sections 1.1, 1.2 and 7.3 of the AHB, insurance cover shall also be provided for statutory compensation claims of third parties based on material defects if the Assured must, due to an agreement with his customer concerning specific properties of his products, work and/or performances, take responsibility, regardless of fault, for the fact that these exist at the time of passing of risk.

- 4.2.2 Compensation claims shall only be insured in respect of

- a) damage to or destruction of other products where insurance cover pursuant to Sections 1 or 4.1 is not already provided for such products;
- b) other costs incurred in the manufacture of the complete products, with the exception of the fee for the defective products of the Assured;
- c) costs of post-treatment of the complete products, as required by law and economically reasonable, or for other damage repair (see however Section 6.2.8). The Insurer shall not reimburse such costs in the ratio of the fee for the products of the Assured to the sales price of the complete products (after post-treatment or other damage repair);
- d) further financial disadvantages (e.g. loss of profit), because the complete products either cannot be sold or can only be sold with a price discount (see however Section 6.2.8). The Insurer shall not compensate such financial disadvantages in the ratio of the fee for the products of the Assured to the sales price which would have been obtained for the complete products in the event of manufacture free of defects or delivery free of faults of the products of the Assured;
- e) the costs directly incurred by the customer of the Assured due to the loss of production resulting from the defectiveness of the complete products. Claims relating to further damage due to such loss of production shall not be insured.

#### 4.3 Damage due to further processing and further treatment

- 4.3.1 Insurance cover shall be provided for statutory compensation claims of third parties relating to the financial losses specified in Section 4.3.2 within the meaning of Section 2 of the AHB due to further processing or further treatment of defectively manufactured or delivered products, without a connection, mixing or processing with other products taking place.

Products within the meaning of this regulation may be both products of the Assured and products of third parties which contain products of the Assured.

Inadequate advice concerning the application or use of the products manufactured or supplied by the Assured and incorrect deliveries shall rank equally with defects in manufacture or faults in delivery.

Notwithstanding Sections 1.1, 1.2 and 7.3 of the AHB, insurance cover shall also be provided for statutory compensation claims of third parties based on material defects if the Assured must, due to an agreement with his customer concerning specific properties of his products, work and/or performances, take responsibility, regardless of fault, for the fact that these exist at the time of passing of risk.

- 4.3.2 Versichert sind ausschließlich Schadenersatzansprüche wegen

- a) costs of the further processing or further treatment of the defective products, with the exception of the fee for the defective products of the Assured where such processed or treated products cannot be sold;

- b) costs of post-treatment of the further processed or further treated products, as required by law and economically reasonable, or for other damage repair (see however Section 6.2.8). The Insurer shall not reimburse such costs in the ratio of the fee for the products of the Assured to the sales price of the further processed or further treated products (after post-treatment or other damage re-pair);
- c) further financial disadvantages (e.g. loss of profit), because the further processed or further treated products either cannot be sold or can only be sold with a price discount (see however Section 6.2.8). The Insurer shall not compensate such financial disadvantages in the ratio of the fee for the products of the Assured to the sales price which would have been expected in the event of manufacture free of defects or delivery free of faults of the products of the Assured after further processing or further treatment.

### 4.4 Removal and installation costs

- 4.4.1 Insurance cover shall be provided for statutory compensation claims of third parties relating to the financial losses specified in Sections 4.4.2 and 4.4.3 within the meaning of Section 2 of the AHB due to defectiveness of complete products of third parties which have come into being due to the installation, fixing, laying or application of defectively manufactured or delivered products.

Products within the meaning of this regulation may be both products of the Assured and products of third parties which contain products of the Assured.

Inadequate advice concerning the application or use of the products manufactured or supplied by the Assured and incorrect deliveries shall rank equally with defects in manufacture or faults in delivery.

Notwithstanding Sections 1.1, 1.2 and 7.3 of the AHB, insurance cover shall also be provided for statutory compensation claims of third parties based on material defects if the Assured must, due to an agreement with his customer concerning specific properties of his products, work and/or performances, take responsibility, regardless of fault, for the fact that these exist at the time of passing of risk.

- 4.4.2 Compensation claims shall only be insured in respect of

- a) costs for the exchange of defective products (however not of their component parts), i.e. costs for the exposure or removal of defective products and the installation, fixing, laying or application of defective products of third parties. Insurance cover shall not be provided for the costs for subsequent delivery and new delivery of defective products of third parties;
- b) costs for the transport of defective products of third parties, with the exception of products transported to the place of original delivery of the Assured. If the costs of direct transport from the Assured or from third parties to the place of exchange are lower than the costs of transport from the place of original delivery of the Assured to the place of exchange, only the costs of direct transport shall be insured;

- 4.4.3 In extension of Section 4.4.1 – and notwithstanding Section 1 of the AHB – insurance cover shall also be provided for the costs specified in Section 4.4.2 if they are used by the Assured or his customer due to a statutory new delivery obligation or obligation to remedy a defect of the product of the Assured.

- 4.4.4 Insurance cover shall not be provided if

- a) the Assured has installed or assembled the defective products himself or has arranged for such products to be installed or assembled on his behalf, for his account or under his supervision; this shall not apply if the Assured proves that such defectiveness does not result from the installation, assembly or assembly supervision but only from manufacture or delivery;
- b) the measures taken to remedy the defect within the scope as described in Sections 4.4.1 to 4.4.3 relate to parts, accessories or equipment of motor vehicles, rail vehicles or watercraft where such products were evidently intended for the construction of or installation in motor vehicles, rail vehicles or watercraft at the time of their delivery by the Assured or by third parties commissioned by the Assured;
- c) claims relating to costs incurred in connection with product recall are asserted (see Section 6.2.8).

### 5 NOT INSURED RISKS

#### 5.1 Not insured are

- 5.1.1 Claims where not expressly co-insured in Section 4

- a) auf a) for performance of contracts, subsequent performance, arising out of self-performance, withdrawal, reduction, or for compensation in lieu of performance;
- b) relating to damage caused in order to perform post-treatment;
- c) due to the fact that use of the subject matter of the contract has ceased, or that the result expected from performance of the contract has failed to materialize;
- d) for compensation of futile expenses in reliance on proper performance of the contract;
- e) for compensation of financial losses due to delay in performance;
- f) relating to any other performance substituting performance of contract.

This shall also apply if statutory claims are involved.

- 5.1.2 Within the context of the insurance pursuant to Sections 4.2 ff., claims relating to consequential damage (e.g. interruption of business or loss of production) where these are not expressly co-insured in Sections 4.2 ff.

#### 5.2 Excluded from insurance cover are

- 5.2.1 claims relating to warranties or due to other contractual liability extensions where insured agreements of specific characteristics of products, work and performances at the time of passing of risk within the context of Section 4, for which the Assured must take responsibility, regardless of fault, to the statutory extent are not involved;

- 5.2.2 claims arising from the fact that items delivered or work performed show a defect of title (e.g. damage caused by infringement of patents, commercial property rights, copyrights, personal rights, violations in competition and advertising);

- 5.2.3 claims relating to damage within the meaning of Section 7.8 AHB;

- 5.2.4 claims against the Assured or any co-insured party where such parties have caused the damage due to conscious deviation from statutory or official regulations and from written instructions or conditions of the client;
- 5.2.5 claims arising from property damage and financial losses due to products the use or effect of which have not been adequately tested with respect to their specific use in accordance with the state of the art or in any other way.

This shall not apply to damage to items which are neither in a functional relationship with the manufactured or delivered products nor subject to their intended effect;

- 5.2.6 claims arising from

- a) planning or design, manufacture or delivery of aircraft or spacecraft and of parts of aircraft or spacecraft where such parts were, at the time of their delivery by the Assured or by third parties commissioned by the Assured, evidently intended for the construction of aircraft or spacecraft and for installation in aircraft or spacecraft;
- b) activities (e.g. assembly, maintenance, inspection, overhaul, repair, transport) performed on aircraft or spacecraft or parts of aircraft or spacecraft;

- 5.2.7 claims related to financial losses within the meaning of Section 2 of the AHB asserted by companies associated with the Assured or partners of the Assured by a majority of capital or which are under uniform corporate management;

- 5.2.8 claims related to costs within the scope of Sections 4.2.2 c), 4.3.2 b), 4.4 and - where agreed - Section 4.6 as well as claims related to costs of remedying or destruction within the context of Sections 4.2.2 d) and 4.3.2 c), which are asserted in connection with product recall. Products within the meaning of this regulation may be both products of the Assured and products of third parties which contain products of the Assured. Recall is the demand, based on statutory obligation, of the Assured, responsible authorities or other third parties to final consumers, traders supplying final consumers, authorized workshops or other workshops to arrange for the products to be inspected for the stated defects by an authorized agency, any identified defects to be rectified or other measures specified by name to be performed.