

FINSULATE GENERAL WARRANTY CONDITIONS

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Finsulate offers the following Guarantee covering the durability of Finsulate Wrap on a hull of a vessel or any underwater section of a floating or an offshore construction provided with Finsulate ("**Property**"), subject to the following terms, conditions and limitations ("**Guarantee**").

1. SCOPE OF THE GUARANTEE

- 1.1. The Guarantee covers the provision of replacement of the quantity of wrap materials required for reapplication on detached Finsulate material areas due to issues attributable to the Finsulate Wrap during the rest of the Guarantee period.

Finsulate reserves the right, at his sole discretion, alternatively to pay the costs for underwater hull cleaning of the damaged areas falling within the scope of this Guarantee, if, in the Guarantor's judgement, the life expectancy of the wrap system will not be impaired by a physical replacement of that system not taking place. However, such underwater cleaning will under the Guarantee not take place more than once in any 6 month's period. Accumulated cost(s) for such underwater cleaning(s) shall not under any circumstance exceed 50% of the total value of the Finsulate Wrap originally supplied to the Property.

An area will be considered defective where visible detachment of the Finsulate wrap materials from the hull has taken place.

The Guarantee covers the replacement material/under water hull cleaning of defective coated areas exceeding 5% of the total coated surface and falling within the scope of this Guarantee.

- 1.2. The Guarantee shall commence on the date the Property is delivered to the Property Owner ("**Owner**") or on the date on which the completed application is accepted by the Guarantor, whichever shall first occur ("**Commencement Date**").

The Guarantee period will terminate 60 months from the Commencement Date (the "**Termination Date**"), but in the event of sale, lease or transfer of the Property, or upon the Property ceasing to be operated by the Owner prior to termination date, this Guarantee shall terminate at the date of such sale or transfer. In case of explicit request, the Guarantor can consent to a continuation of the Guarantee. Such consent shall not be unreasonably withheld.

The Guarantee period shall not be extended if replacement materials/under water hull cleaning is carried out under this Guarantee or otherwise.

2. CONDITIONS

- 2.1. The work on the Property shall be carried out strictly in accordance with the procedures for surface preparation and wrap application as stated by the Guarantor and accepted by the Owner and all other parties involved.

- 2.2. Guarantor shall not be liable under this Guarantee unless the Owner has made available to Guarantor the relevant performance and operational data in respect of the Property (see Clause 4.2 below).

3. EXCLUSIONS

The following is excluded under this Guarantee:

- 3.1. Detachment arising from external factors outside the Guarantor's control such as but not limited to welding, pollution, bacterial attack, mechanical damage, incorrect cleaning or incorrect use, application by any party not commissioned by Finsulate, natural disasters, neglect, fire, explosion, collision or other accident, acts of God, wars and all other unusual occurrences.
- 3.2. Defects in or detachment of the material due to detachment of underlying coating systems or due to cathodic protection potentials more negative than minus 1050 millivolts versus a Ag/AgCl electrode (or equivalent).
- 3.3. Any consequential damages or losses of whatsoever nature and howsoever arising.
- 3.4. Keel block marks, piece marks and any other area's which cause unreasonable difficulties in effecting specified preparation and application.

4. CLAIMS

- 4.1. The Owner shall notify the Guarantor in writing of any claim(s) under the Guarantee. Unless such notice reaches the Guarantor within 30 days of the date of a reason for a claim becoming known by the owner, all claims shall be waived and time barred thereafter.

The Owner shall make the Property available for inspection by the Guarantor within 45 (forty five) days from the day of notice. This making available includes, besides granted physical access to the Property, where applicable also respective crane works to be executed by the Property owner prior to the inspection date and / or any related access permits to the site.

- 4.2. The Owner shall provide the Guarantor with all appropriate evidence to support any claim hereunder and in particular will provide the following:
 - Records showing the environment to which the Property has been exposed.
 - Evidence that the Finsulate application works were done by a Finsulate approved instance.
 - Data to show that the cause of the defect was not due to failure to comply with Clause 2 and/or does not fall within the exclusions set out in Clause 3.
 - All other data needed to reconstruct the complete chronological service history of the Property since the application of Finsulate Wrap.
 - Authenticated details of the cost of any underwater cleaning carried out by the Owner and previously approved by the Guarantor.
- 4.3. The Guarantor shall use its best endeavor to ensure that the products required for the re-application are available as soon as practicable at the place where the re-application is to be carried out, but does not assume liability for delay in this respect.

5. INDEMNITY

The Owner will at all times from the Commencement Date of this Guarantee hold harmless and indemnify the Guarantor on demand and without limitation of amount or time of demand against all third party claims for loss, damage or expenses brought against the Guarantor caused by or related to Finsulate Wrap, its application or repair under this Guarantee. This indemnity shall apply to all third party claims except claims relating to death or personal injury arising from the Guarantor's negligence.



6. GENERAL

- 6.1. This Guarantee set forth Guarantor's entire undertaking with respect to the wrap system and that Guarantor expressly disclaims any and all guarantees except as set forth herein.
- 6.2. Property Owner acknowledges and agrees that no liability under this Guarantee or any claim for any loss or damage whatever the nature thereof related to the actual materials and services supplied by Guarantor, can be directed against any direct or indirect parent, subsidiary or associated company of Guarantor.
- 6.3. This Guarantee shall be legally valid only upon the express conditions (i) that Guarantor has received full payment on all invoices covering material to which this Guarantee applies and (ii) that a Guarantee Certificate has been duly signed both by Guarantor and the Property Owner.

7. APPLICABLE LAW

- 7.1. This Guarantee shall exclusively be covered by and construed in accordance with the laws of The Netherlands.
- 7.2. Any dispute arising that cannot be settled in an amicable manner, will be submitted to the competent court in Amsterdam, The Netherlands.
- 7.3. If any provisions of this guarantee are held to be invalid, illegal or unenforceable under any applicable statute or rule of law, they are to that extent deemed omitted, without the remainder of this document being affected by this.

8. THIRD PARTY RIGHTS

- 8.1. Nothing in this Guarantee is intended to confer on any third party (whether referred to in this Guarantee by name, class, description or otherwise) any benefit or any right to enforce any provision of this Guarantee or any agreement entered into in connection with it.