

### **Indoor Automatic Guarantee**

## 1 May 2017 VERSION

The present guarantee is written and stipulated in English and may be translated into the language of some of the countries within the geographical scope of application of the guarantee. In case of any misreading between the English text and a translation into any other language, the English version shall always prevail.

The Vendor's General Conditions of Sale form an integral part of this Guarantee.

### I. OBJECT OF THE GUARANTEE

This guarantee (hereinafter the "Guarantee") applies to the supply by ArcelorMittal Flat Carbon Europe S.A. (1) (hereinafter the "Vendor") to the customer (hereinafter the "Beneficiary") of the Estetic® or Granite® products defined below (hereinafter the "Products") to be used in normal conditions for the internal skin of insulated composite panels or of built-up systems, or for the inner side of single skin sheets of buildings, according to the aggressiveness of the indoor environment resulting from the indoor activities, and located in the European geographical area, as defined restrictively by the coordinates specified in Appendix A of the Granite® Automatic Guarantee on SteelUser,

- Estetic<sup>®</sup> Access or Estetic<sup>®</sup> Standard applied on galvanised steel with 140 g/m² of zinc (Z140), for A1 or A2 indoor environment category
- Granite<sup>®</sup> Standard, Granite<sup>®</sup> HDS, Granite<sup>®</sup> HDX applied on galvanised steel with 225 g/m<sup>2</sup> of zinc (Z225), for A3 indoor environment category
- Granite<sup>®</sup> PVDF 35, Granite<sup>®</sup> HDS, Granite<sup>®</sup> HDX applied on galvanised steel with 275 g/m<sup>2</sup> of zinc (Z275), for A4 indoor environment category
- Granite<sup>®</sup> HDX, Solano<sup>®</sup> Nature NS applied on galvanised steel with 275 g/m<sup>2</sup> of zinc (Z275), for A5 indoor environment category combined with different backing coats facing the insulation core for panels, or with different Granite<sup>®</sup> products for the exposed outer side of monoskin, according to the outdoor corrosivity category.

For sandwich panels and built-up systems, this Guarantee applies only if a complete system (both external and internal skins) is made from the Products delivered by the Vendor.

The Vendor declares that the characteristics of the Products are in accordance with standards EN 10346 – EN 10169 in force on the date of delivery of the Products.

This Guarantee is granted in accordance with the Granite<sup>®</sup> Automatic Guarantee conditions, subject to the specific requirements defined below. Consequently, the Beneficiary must comply with the Granite<sup>®</sup> Automatic Guarantee, which forms an integral part of the present Guarantee and is fully applicable.

Subject to the conditions and restrictions of this Guarantee, all its appendices and the limits specified in the tables in Section II, the Vendor hereby guarantees to the Beneficiary the non-perforation of the metal support as a result of oxidation, and the non-delamination of the paint film (surface).

(1) and/or by an ArcelorMittal Commercial Local Buy/Resell entity (hereinafter individually the "Vendor") to its respective customers (hereinafter the "Beneficiary"), for its respective sales of Products, without joint liability with ArcelorMittal Flat Carbon Europe S.A.



### II. DURATION OF THE GUARANTEE

This Guarantee shall come into effect from the date of shipment of the Products or, failing this, from the date they are made available to the Beneficiary, and shall not, under any circumstances, exceed the time periods indicated in the tables below.



# Automatic Guarantee without environmental questionnaire for product / A1 & A2 indoor environment categories / outdoor corrosivity categories Duration of the Guarantee for non-perforation of the sheet metal and for non-delamination of the paint film (in years)

			Insulated sandwich panels or composite panels*	anels Is*	Monoskin		
	:		Specification for the	,		Guarantee duration (in y)	ration (in y)
Indoor environment category	Aggressivity of indoor environment, according to EN 10169	Examples of typical activities corresponding to the environment category	S	Guarantee duration (in y)	Specification: outer side/inner side/Z metallic coating	Outdoor corrosivity category <b>C2/C3</b>	Outdoor corrosivity category C2/C3 category C4
A1	Non-aggressive / Occasional condensation	Office buildings Schools Residential (except for kitchens and bathrooms) Dry storage buildings	Estetic <sup>®</sup> Access/BF5/Z140 or equivalent	10	Granite® Standard <sup>(1)</sup> /Estetic® Access/ <b>Z225</b> or equivalent	10	NG
A2	Non-aggressive / Frequent condensation Low aggressive / Occasional condensation	Sport halls Cinemas, theatres Cold stores Supermarkets	Estetic® Standard/BF7/Z140 or equivalent	15	Granite® Standard <sup>(1)</sup> /Estetic® Standard/Z225 or equivalent	15	NG
*Granite® Auton	Granite® Automatic Guarantee applies for the external skin of the panels	xternal skin of the panels			(¹)or other product ≥ RC3: Granite® HD, Granite® Deep Mat, Granite® Quartz, Granite® HDX, Granite® Storm	∂ Deep Mat, Granite	® Quartz,



# Automatic Guarantee without environmental questionnaire for product / A3, A4 & A5 indoor environment categories / outdoor corrosivity categories Duration of the Guarantee for non-perforation of the sheet metal and for non-delamination of the paint film (in years)

			Insulated sandwich panels or composite panels***		Monoskin	į.	
Indoor environment category	Aggressivity of the indoor environment, according to EN 10169	Examples of typical activities**** corresponding to the environment category	Specification for the internal skin: inner side/backing/Z metallic coating	Guarantee duration** (in y)	Specification: outer side/inner side/Z metallic- coating	Guarantee dur Outdoor corrosivity category C2/C3	ation** (in y) Outdoor corrosivity category C4
	Medium aggressive / Occasional condensation	Food processing plants Industrial buildings with dry processes	Granite <sup>®</sup> Standard <sup>(4)</sup> /B F7/Z225 or equivalent	10	Granite® Standard <sup>(1)</sup> /Granite® Standard <sup>(4)</sup> /Z225 or equivalent	10	NG
A3	Low aggressive / Frequent condensation	Kitchens and bathrooms	Granite® HDS/BF10/2225 Granite® HDX/BF10/2225	15 20	Granite® Standard <sup>(1)</sup> (Granite® HDS/ <b>2225</b> Granite® HDS <sup>(2)</sup> (Granite® HDX/ <b>1225</b> Granite® HDX <sup>(3)</sup> (Granite® HDX/ <b>1225</b>	15 20 20	NG NG
		Lace/linen/fabric manufacturing*	Granite® PVDF35/BFP12/Z275		Granite® PVDF35 <sup>(2)</sup> /Granite® PVDF35/Z275	10	NG
	Medium addressive / Frequent	Laundry facilities*	Granite® HDS/BFP12/Z275 Granite® HDX/BFP12/Z275	10	Granite® HDS <sup>(2</sup> )Granite® HDS/Z275 Granite® HDX <sup>(3)</sup> /Granite® HDX/Z275	10 15	NG 10
A4	condensation Aggressive / Occasional condensation	ret processes llars,	Granite® HDX/BFP12/Z275	15	Granite® HDX <sup>(3)</sup> /Granite <sup>®</sup> HDX/Z275	15	10
		Vehicule wash facilities Swimming pools	Granite® HDX/BFP12/Z275	10	Granite® HDS <sup>(2)</sup> /Granite® HDX/Z275	10	NG
A5	Mushroom culture Dairies Very aggressive / Occasional to Seafood processing permanent condensation OR Steelworks Non-aggressive to very aggressive / Permanent Paper mills*	<b>%</b>	Granite® HDX/BFP12/Z275	10	Granite® HDX <sup>(3)</sup> /Granite® HDX/ <b>Z275</b>	10	ro
		Surface treatments (metallisation/passivation)*	Solano® Nature NS/BFP12 or EP/Z275	10	Solano® Nature NS/Solano® Nature NS/Z275	10	5
*Guarantee lim questionnaire	"Guarantee limited to a closed process. For al questionnaire and manufacturer's agreement.	n open process, the Guarantee is not	Guarantee limited to a closed process. For an open process, the Guarantee is not automatic. Will be provided only after receipt of the questionnaire and manufacturer's agreement.		<sup>(1)</sup> or other product ≥ RC3: Granite <sup>®</sup> HD, Granite <sup>®</sup> Deep Mat, Granite <sup>®</sup> Quartz, Granite <sup>®</sup> HDX, Granite <sup>®</sup> Storm	<sup>®</sup> Deep Mat, Granite <sup>®</sup> C	luartz, Granite <sup>®</sup>
**Guarantee no	of valid with metallic colours for	**Guarantee not valid with metallic colours for A3, A4, A5 indoor environment categories.	agories.	)	<sup>2)</sup> or other product ≥ RC4: Granite® Quartz, Granite® HDX, Granite® Storm	uite® HDX, Granite® St	orm
***Guarantee v The Granite® A corrosive chen	***Guarantee valid only with tight joint panels, for A4 & A5 in The Granite® Automatic Guarantee applies for the external sl corrosive chemical fall out, issued from the indoor process.	***Guarantee valid only with tight joint panels, for A4 & A5 indoor environment categories. The Granite® Automatic Guarantee applies for the external skin of the panels, except for th corrosive chemical fall out, issued from the indoor process.	***Guarantee valid only with tight joint panels, for A4 & A5 indoor environment categories. The Granite® Automatic Guarantee applies for the external skin of the panels, except for the environment categories A4 & A5 when there is corrosive chemical fall out, issued from the indoor process.	is	<sup>(3)</sup> or other product RC5: Granite <sup>®</sup> Storm		
****For any oth after receipt of	ier activity, a guarantee will be the questionnaire and with ma	****For any other activity, a guarantee will be provided according to the indoor envir after receipt of the questionnaire and with manufacturer's agreement when needed.	****For any other activity, a guarantee will be provided according to the indoor environment category & after agreement of the Vendor or after receipt of the questionnaire and with manufacturer's agreement when needed.		<sup>(4)</sup> Specification not valid for kitchens & bathrooms	sms	



### III. SCOPE OF THE GUARANTEE

Should the Vendor consider the Products to be defective over more than 5% of the total surface of the cladding and/or roofing of the building, the Vendor shall undertake, at its sole discretion, to the exclusion of responsibility for any other losses or damages, either direct or indirect, material or immaterial, to either:

- replace or reimburse accordingly, the defective Products, or
- repaint the defective surfaces of the Products, at its own expense, including the supply
  of paint for repair and the costs of its application.

The Vendor's liability shall be limited to the invoiced value of the defective Products excluding VAT to the extent and limits defined in the table on page 5 of the Granite<sup>®</sup> Automatic Guarantee.

Any claim under this Guarantee shall only be made after full payment of the amount invoiced by the Vendor, and shall immediately be delivered by registered letter requiring acknowledgement of receipt, from the date the defects have affected at least 5% of the total inner surface of the cladding and/or roofing of the building and, irrespective of the circumstances, prior to the date the defective areas spread to more than 10% of the surface, at the risk of a lapse of rights.

The Beneficiary must also communicate all information that will enable the Vendor to identify the Products (e.g. coil reference numbers, delivery date, completion date of the building etc) and all elements enabling the analysis of the claim, and which the Vendor reserves the right to request.

### IV. CONDITIONS OF THE GUARANTEE

This Guarantee is granted to the Beneficiary of ArcelorMittal Flat Carbon Europe S.A. and to the Beneficiary alone.

In the event that the Beneficiary should provide its own customer with a guarantee relating to the Products sold by ArcelorMittal Flat Carbon Europe S.A. which would exceed the terms of this Guarantee, the extended part of the Guarantee shall not be covered by the Vendor, and the Beneficiary shall bear all risks and shall indemnify the Vendor for any costs (including legal fees) relating to any claim.

Transport, storage, handling and processing of the Products shall, in any case, be carried out in accordance with professional rules and regulations in force, such as the Vendor's documentation: "User manual of organic coated steel" and "Technical data sheets Organic coated steels", which may be found on our website at

http://industry.arcelormittal.com/6?id\_product=63, and form an integral part of this Guarantee. These shall apply in order to ensure the perfect integrity of the Products.

(Note: for any specific cases that are not defined herein, the Beneficiary shall contact the Vendor. The characteristics and specifications for use of the Products shall then be jointly defined in a written agreement prior to order placement.)



### 4.1 Special conditions for application of the Guarantee – Product maintenance

A maintenance programme with regular inspection of the Product surface and cleaning procedures is required with a frequency appropriate for the activities carried out inside the building, and at least once a year.

- For activities that do not involve a chemical process, such as swimming pools, kitchens, bathrooms, cold stores, supermarkets, sport halls and food processing plants, the operating conditions usually require a hygiene plan with cleaning and/or disinfecting procedures. This plan must take into account the ability of the panel liner or of the inner side of the single skin sheet to resist aggressive substances and preserve the seal junctions in the case of panels. To this end, the following conditions must be fulfilled:
  - Before using any cleaning or disinfecting product, its specifications and chemical composition must be checked to ensure that it is safe to use and compatible with the Product
    - ✓ a favourable opinion from the cleaning product manufacturer or from the Vendor is required
  - Compliance with the recommendations of the cleaning product manufacturer and with the requirements of the EN 10169 standard according to the indoor corrosivity, with regard to the following criteria:
    - ✓ concentration of the cleaning product solution (stronger concentration than the recommended value may damage the Product surface)
    - ✓ pH range
    - ✓ contact time between the cleaner and the Product
    - √ temperature
    - ✓ pressure at the nozzle (when used, low pressure spraying with P<0.3 MPa is recommended)
      </p>
    - ✓ maximum cleaning frequency

A thorough rinse with clean water must follow the wash to remove all cleaning products from the Product surface.

- For activities involving the use of chemicals that may create an aggressive indoor environment, such as lace/linen/fabric manufacturing plants, laundry facilities, water treatment works, incineration plants, paper mills, breweries/distilleries/wineries, metal surface treatment etc, this Guarantee shall apply automatically only for closed processes (autoclave) without any emission of gas or chemicals inside the building. Only the presence of humidity indoors is covered by the Guarantee. In the case of "open processes", where chemicals or vapours could come into contact with the Product, this would be dealt with on a project-by-project basis. A specific guarantee will be considered (or a tailor-made guarantee in the case of projects using the same process), based on the environmental questionnaire completed by the end user, in which details of the chemicals used are provided (Appendix B).
- For vehicle wash facilities, periodic cleaning with clean water of the Product surface in contact with detergents is mandatory.



• For A4 and A5 indoor environment categories, any drilled holes, cut edges and sheet overlaps made with the Product must be protected.

The maintenance or cleaning process should be carried out in accordance with professional rules and regulations, such as the Vendor's documentation, in particular the "Maintenance Manual", available on the ArcelorMittal website:

http://industry.arcelormittal.com/flipflop/fce/Communication\_tools/EN\_Maintenance\_guide\_and\_practice\_131207/index.html

High temperature, high pressure, organic solvents and abrasive substances should be avoided. Cleaning products must not contain any chlorinated agents.

The Beneficiary shall ensure that all the conditions set out in this Section IV are known to and fulfilled by its own customers. In particular, the building owner or his representative must make sure that the cleaning procedures used do not damage the coating and must take appropriate counter-measures if damage becomes visible on the surface of the inner liner. For this purpose, any defects or initial signs of corrosion found on the Product should immediately be repaired in order to ensure Product durability.

The Beneficiary shall be able to provide evidence and records of the maintenance and regular inspection of the Product surface.

### V. <u>EXCLUSIONS FROM THE GUARANTEE</u>

This Guarantee does not cover:

- the appearance of corrosion on the inner side of the Product (liner of the panels or inner side of single skin sheets) as a result of an indoor environment category higher than that defined in the tables in Section II and in Appendix A for the activity and Product specification concerned
- any corrosion linked to activities using chemicals in "open processes" with corrosive fumes or emissions inside the building
- corrosion caused by entrapment of pollutants within overlaps
- exposure, howsoever caused, to continuous temperatures greater than 90°C in the case of Granite<sup>®</sup> products, or 60°C in the case of Solano<sup>®</sup> Nature N products
- any defect linked to insufficient maintenance of the Product or of the seals of the inner gaskets in the case of panels
- any defect associated with aggressive cleaning and/or disinfecting
  - o use of cleaning or disinfecting agents not compatible with the Product and without a favourable opinion from the manufacturer or from the Vendor.
  - cleaning process that does not comply with the recommendations of the cleaning product manufacturer or the requirements of the EN 10169 standard, with regard to concentration of the solution, pH, contact time, temperature, pressure,



cleaning frequency, rinsing after cleaning etc

- for vehicle wash facilities, any corrosion linked to insufficient cleaning frequency with water of the Product surface that is in contact with detergents
- any damage to cut edges, sheet overlaps and drilled holes
- any corrosion originating from panel junctions or the bottom side of panels
- damage to any Product with a metallic colour used for A3, A4 and A5 indoor environment categories

Done at Luxembourg on	
The Vendor	The Beneficiary <sup>(1)</sup>
Represented by Sandeep Arora / Juan Marin	
Sandeep Arora / Juan Marin Head of Product Marketing / Head of COE: Credit & Control & Encashment	

The terms and conditions of this Guarantee will enter into force as follows:

ArcelorMittal may cancel the Guarantee if it does not receive payment for coils within three (3) months of delivery

Company stamp
Name and signature of the authorised person(s)
Preceded by handwritten note:
"Read and approved"



i) the Client shall return this document duly dated, initialled and signed by the authorised person(s) within thirty (30) days of the date of its receipt;

or ii) this document shall be deemed to have been tacitly accepted in full by the Beneficiary upon expiry of the period of thirty (30) days from the date of its receipt.

### **Appendix A**

# Indoor environment category depending on the corrosion stresses according to EN 10169

Aggreesivity of the ambiens		Risk of condensation	
Aggressivity of the ambienc	Occasional condensation	Frequent condensation <sup>a</sup>	Permanent condensation
Non aggressive	A1	A2	A5
Low aggressive	A2	A3	A5
Medium aggressive	A3	A4	A5
Aggressive	A4	<b>A</b> 5	A5
Very aggressive	A5	<b>A</b> 5	A5
NOTE Table A.2 gives a way	to get the category of ambience de	epending on the corrosion con	nditions

Condensation is considered as frequent when it can be detected on interior surfaces daily but the time of wetness is generally short (< 2 h).</p>

### Criteria concerning the aggressivity of the environment

(chemical emissions & conditions for cleaning the interior walls of the building, where applicable)

Aggressivity of the environment	Chemical aggressivity	Cleaning products used	Cleaning frequency
Non-aggressive	No chemical aggressivity	Neutral products	≤ once a month
Low aggressive	No chemical aggressivity	Neutral products	≤ once a week
Medium aggressive *	Low chemical aggressivity	Products with pH 5-9	≤ once a week
Aggressive *	Chemical aggressivity or risk of mould	Products with pH 5-9	≤ once a day
Very aggressive	High chemical aggressivity or high risk of mould	Products with pH 5-9	≤ once a day

\*one of the conditions "chemical aggressivity" or "cleaning products + cleaning frequency" is fulfilled
For any other environment aggressivity, each of the two conditions "chemical aggressivity" and "cleaning products +
cleaning frequency" must be fulfilled



### **APPENDIX B**

### **ENVIRONMENTAL QUESTIONNAIRE**

Only required in the event that the "Indoor Automatic Guarantee" does not apply.

The questionnaire is to be completed by the customer and returned to the Vendor's Commercial Department with a view to granting this Guarantee. Only questionnaires duly completed in full and signed by the customer shall be taken into consideration.

I COSTOMER ST ARTICOLARS
CORPORATE NAME:
BUSINESS ACTIVITY:
CONTACT DETAILS:
Address
Telephone
• Fax
E-mail address
CONTACT PERSON:



I/CUSTOMED'S DARTICUL ARS

## II/ BUILDING CHARACTERISTICS PLANNED OPERATION(S) Complete construction of a building Extension to an existing building Extension of an existing building originally constructed with materials supplied by the Vendor (in this case, specify references of the order(s) concerned: delivery date, order number and quantity delivered) ALLOCATION AND DESTINATION OF THE BUILDING Building For residential use Industrial Agricultural Other (specify any other purpose) Activity inside the building Specify the nature of the activity to be carried out in the building ..... Presence and/or use and/or storage of chemical products Specify the nature of the chemical products used or stored ..... ☐ Presence and/or use and/or storage of fermentation products Specify the nature of the fermentation products used or stored • Emission of gas, smoke and fumes, humidity inside the building o Is there gas or vapour release? ☐ Yes ☐ No Specify their nature and content in the interior ambience (in ppm) o Type of heating (fuel oil etc)..... o What equipment is available for the discharge of smoke and fumes: extractor chimney natural ventilation forced ventilation other?



<ul> <li>Humidity rate inside the building</li> <li>low</li></ul>							
0	Is there a	condensatio  No	n risk inside	e the building?			
DESTINATION	OF THE PRO	DUCTS THAT	THE CUSTOM	ER PLANS TO ORDE	R		
• <u>Roofi</u>	ng 🗌						
ROOFING TYPE		SUBSTRATE THICKNESS	COLOUR REQUIRED	ARCELORMITTAL TRADEMARK FOR THE ORGANIC COATED STEEL	METALLIC COATING	SURFACE (m <sup>2</sup> )	ROOF SLOPE
DRY	Top side						
ROOFING	Bottom side						
DOUBLE	External skin						
SKIN	Internal skin						
SANDWICH	External skin						
PANELS OR	Internal skin						
BUILT-UP SYSTEM	Insulation: PU foam						
	OR mineral wool etc						
Overlapping	? 🗌 Yes	☐ No					

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ArcelorMittal

• <u>Claddi</u>	<u>ng</u> ∐					
CLADDING TYPE		SUBSTRATE THICKNESS	COLOUR REQUIRED	ARCELORMITTAL TRADEMARK FOR THE ORGANIC COATED STEEL	METALLIC COATING	SURFACE (m²)
SINGLE SKIN	Top side  Bottom side					
DOUBLE SKIN	External skin Internal					
SANDWICH PANELS	skin External skin Internal					-
OR BUILT-UP SYSTEM	skin Insulation: PU foam OR mineral wool etc					
	GEOGRAPHICA			IG		
0	Corporate n	ame of the bu	uilder/project	_		
0	Contact deta	ails				
	• Site a					 
	a					••

# **IV/ OTHER MATERIALS USED** Roofing and/or cladding made entirely with the Product Use of other materials, notably cement, breeze blocks In roofing (specify the type of material and the surface covered) In cladding (specify the type of material and the surface covered) V/ ADDITIONAL INFORMATION / COMMENTS ..... Done at ...... on ...... Identity of the customer (1) (2) (1) Company stamp (2) Name and signature of the authorised person



24-26, boulevard d'Avranches – L-1160 Luxembourg (Luxembourg – Grand Duchy) Société Anonyme à Conseil d'Administration au capital de 2.480.000 € LUXBG B 2.050 flateurope.arcelormittal.com

# CERTIFICATE OF GUARANTEE

N°

The present certificate is issued by the Vendor following a favourable examination and analysis of the questionnaire in Appendix B of the **'Indoor Automatic Guarantee'** and under the conditions and subject to the restrictions herein and in its appendices.

<u>Beneficiary</u>	<u>/</u> :					
Site Addre	<u>ss</u> :					
Beneficiary's order no.	No. Vendor's acknowledgement	Type of Product	Quantity delivered	Date of shipment or availability	Guarantee granted	Duration of the Guarantee

Beneficiary's order no.	No. Vendor's acknowledgement of receipt of order	Type of Product used	Quantity delivered	shipment or availability of the Product	Guarantee granted	the Guarantee (in years) (*)
					Non- perforation of the sheet metal	
					Other guarantee granted (to be specified)	

(\*) from the date specified in the column "Date of shipment or availability of the Product" of the present certificate The Vendor's General Conditions of Sale form an integral part of this Guarantee.



on		201_	
The Vendor			The Beneficiary
Sandeep Arora of Product Marketing & Control	/ Juan Marin / Head of COE: Cr & Encashmen	edit t	
	The Vendor  Represe Sandeep Arora of Product Marketing & Control	The Vendor  Represented by  Sandeep Arora / Juan Marin of Product Marketing / Head of COE: Cr	Represented by  Sandeep Arora / Juan Marin of Product Marketing / Head of COE: Credit & Control & Encashment

The terms and conditions of this Guarantee will enter into force as follows: i) the Client shall return this document duly dated, initialled and signed by the authorised person(s) within thirty (30) days of the date of its receipt; or ii) this document shall be deemed to have been tacitly accepted in full by the Beneficiary upon expiry of the period of thirty (30) days from the date of its receipt.

ArcelorMittal may cancel the Guarantee if it does not receive payment for coils within three (3) months of delivery.

ArcelorMittal kindly requests the Client to authorise it to visit any buildings constructed using ArcelorMittal Products in order to review the performance and condition of the said Products in situ. Please note that this visit or a request for any such visit does not, in any way, reduce or waive the responsibilities of the Client to maintain and clean the Products and to observe and report any defects of the Products; these responsibilities remain unchanged.

