

Guarantee Supplement

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Module I 2024 Guarantee periods and guarantee exclusions

This module is part of the Guarantee Supplement referred to in the applicable SWK regulation.

For the definitions of 'House', 'Building', 'Communal Areas' and 'Individually Owned Units' please refer to the official text of the applicable SWK regulation. The provisions of this Module apply to Houses as well as Individually Owned Units and Communal Areas, except as otherwise provided in this Module.

For the definitions of 'Buildings Decree' and 'Bbl' please refer to the official text of the applicable SWK regulation. The applicable requirements of the Buildings Decree and/or the Bbl apply, except as otherwise provided in this Module¹⁾.

Article 1 SWK guarantee periods

- 1.1 With the exception of the shorter periods mentioned in Article 1.3, the guarantee period is 6 years, starting 3 months after the Handover or, as the case may be, the Handover of Communal Areas.
- 1.2 In the event of serious defects, a 10-year guarantee period applies. A defect qualifies as a serious defect only if it affects or jeopardizes the solidity of the construction or an essential part thereof, or if it renders the House, the Individually Owned Unit and/or the Building unsuitable for its intended purpose.
- 1.3 For the following items the guarantee period is limited to the period stated:
 1. thatched roof coverings: 2 years;
 2. construction of planted roofs: 2 years;
 3. guarantees against warping of moving parts in interior and exterior door and window frames insofar as these are more than 10mm out of plumb: 1 year (starting 1 year after the commencement of the guarantee period);
 4. paintwork (including the application of KEIM coatings): 1 year from the commencement of the guarantee period or, as the case may be, 1 year from completion of the paintwork;
 5. locks and hinges, including rolling and/or sliding mechanisms, draught strips and/or brushes, letterboxes and similar materials: 1 year;
 6. exterior sewers and drains (usually from 50cm outside the exterior walls; NEN 3215 is decisive): 2 years;
 7. lift installations and facade maintenance systems: 2 years;
 8. intercom/videophone system, doorbell system, door opener and alarm system: 6 months;
 9. water, pressurized water, gas, hydrogen, electrical and smoke detector systems, including piping and wiring and draw-off points: 2 years;
 10. kitchen worktops: 1 year;
 11. heating systems (Article 1 of Module II) and tap water systems (Article 2 of Module II), including piping and draw-off points: 2 years;
 12. shower heat recovery systems: 2 years;
 13. natural and/or mechanical ventilation systems: 2 years;
 14. maximum permissible sound levels of systems inside the House/the Individually Owned Unit: 2 years;
 15. sun screening devices²⁾: 2 years;

16. abnormal discolouration of plasterwork and paint coats on walls and ceilings: 6 months;
17. toilet and bathroom fixtures: 1 year;
18. bonding of wallpaper: 1 year;
19. wall, floor, stair and ceiling finishes that have no constructional purpose and that form part of the Communal Areas: 2 years (unless and to the extent that an exception applies as provided in Article 2, or such a shorter period as applies by virtue of Articles 1.3.3 and 1.3.16);
20. garage doors, garage barriers, access gates and other gates and fences, stair banisters, balustrades of access balconies and other balconies forming part of the Communal Areas: 2 years;
21. industrial preservation of garage doors, garage barriers, access gates and fences, stair banisters, balustrades of access balconies and other balconies forming part of the Communal Areas: 2 years;
22. the functioning of solar energy systems: 2 years;
23. dry risers: 2 years;
24. heat pumps, including individual well systems for one House or one Building with ground heat exchanger/s and/or open well: 2 years.

Article 2 Exclusions from the SWK guarantee

2.1 Any exemptions granted by the local authority and/or other public authorities from the requirements of the Buildings Decree¹⁾ and/or the Bbl¹⁾ or from any other requirements or regulations also apply to the SWK guarantee.

In addition, the following are excluded from the SWK guarantee:

- 2.2.1 Section 3.9 (Limitation of the presence of noxious substances and ionizing radiation) with the exception of noxious substances originating from building materials used, Section 6.9 (Supplementary rules on tunnel safety, new buildings and existing buildings), Chapter 7 (Requirements for the use of structures, unbuilt land and sites) and Chapter 8 (Construction and demolition activities) of the Buildings Decree 2012;
- 2.2.2 Chapters 3, 6 and 7 of the Bbl in respect of:
 - limitation of the presence of noxious substances and ionizing radiation, with the exception of noxious substances originating from building materials used;
 - supplementary rules on tunnel safety, new buildings and existing buildings;
 - requirements for the use of structures, unbuilt land and sites; and
 - construction and demolition activities;
- 2.3 community and central antenna systems;
- 2.4 resistance of kitchen worktops against scratches, heat and aggressive substances;
- 2.5 crack formation resulting from or due in part to drying shrinkage or hardening shrinkage of the material or outside influences, unless such crack formation affects the reliability of the construction;
- 2.6 all facilities and fixtures not physically connected to the House, the Building, the storeroom/s, the garage/s and/or the carport/s³⁾, with the exception of individual well systems;
- 2.7 home contents, shelves, furnishings, wallpaper, furniture and kitchen appliances to the extent that such appliances are not required pursuant to these conditions and/or to the extent that a guarantee in respect thereof is not required under any other provision of these conditions;
- 2.8 crack formation in the refractory material of fireplaces;
- 2.9 normal discolouration, surface weathering and staining of materials;
- 2.10 draught caused exclusively by technically required ventilation;
- 2.11 condensation and the harmful effects of condensation to the extent that it is not due to faulty construction;

- 2.12 warping of moving parts in interior and exterior door and window frames insofar as these are 10mm or less out of plumb, but without prejudice to any action necessary to remedy annoying consequences of such warping;
- 2.13 defects in single and insulating glass panes, including the insulating effect, with the exception of defects due to faulty construction;
- 2.14 loss or damage resulting from:
 - a. fire as described in the bourse fire policy; the following are considered equivalent to fire: lightning strike, explosion, fire and explosion as a result of an inherent defect, and non-fire damage caused by airplanes (*koude vliegtuigschade*);
 - b. nuclear reactions;
 - c. flooding and/or changes to the groundwater level that cannot reasonably be anticipated by the Contractor;
 - d. acts of war or similar occurrences (*molest*)⁴;
 - e. earthquakes or volcanic eruptions;
 - f. drifting and blowing snow⁵;
 - g. storm⁶;
 - h. asbestos already present in the property to be transformed or renovated⁷;
- 2.15 defects, loss and damage resulting from failure to properly maintain the House/the Individually Owned Unit and/or the Communal Areas;
- 2.16 defects, loss and damage caused as a result of the fact that the House/the Individually Owned Unit and/or the Communal Areas has/have not been used normally or in accordance with its/their intended use;
- 2.17 defects to materials, structures and the layout of the House/the Individually Owned Unit and/or the Communal Areas that has/have not been used and/or realized under the Contractor's responsibility, as well as defects and/or loss or damage resulting from this and/or from work performed that does not come under the Contractor's responsibility;
- 2.18 aesthetic issues;
- 2.19 disputes arising from the Contract (including, without limitation, disputes with respect to the instalment scheme, the construction period, the 5% regulation, plot size, payment obligations, change requests and delivery disputes);
- 2.20 (mechanical) damage not specified in the Handover report or in the report of the Handover of Communal Areas;
- 2.21 moral/non-pecuniary damage;
- 2.22 community well systems for several Houses and/or several Buildings and well systems owned by an energy supplier;
- 2.23 growth on the House/the Individually Owned Unit and the Communal Areas.

Notes

- 1) The Buildings Decree and the Bbl are available on the government website www.rijksoverheid.nl.
- 2) Up to a maximum wind speed of 8 m/s.
- 3) Carport is defined as a self-supporting covered, frost-free, open-sided, founded structure, or a lean-to physically attached to a House and/or garage, of such dimensions and positioned in such a way that it is suitable for parking a passenger car underneath it.
- 4) Acts of war or similar occurrences are defined as described in the text filed with the Registry of the District Court of The Hague by the Dutch Association of Insurers (*Verbond van Verzekeraars*) on 2 November 1981. If that text is amended, the amended text will apply to cases for which the SWK Warranty Certificate is issued on or after the date on which the amended text takes effect.
- 5) Drifting and blowing snow are types of snow that can penetrate into a structure through cracks and holes and that can result in some temporary local (water) nuisance (after thawing).
- 6) Storm is defined as wind with a speed (hourly average) of more than 17 m/s.

- 7) Not applicable to new buildings.