



Product guarantee certificate

This Product Guarantee is provided by Etex Exteriors (UK) Ltd ('we' or 'us'):

To: _____

For: _____

Installed at: _____

Guarantee No. _____

Signature: _____



Date: _____

Jayne Arkell, Country Manager UK



This Guarantee is specific to you and the Property and has a unique reference number. You must retain a copy of this Guarantee and will need to provide it if you wish to make a claim. If you do not, the Guarantee will not be enforceable.

Product guarantee

Etex Exteriors (UK) Ltd guarantees the Product, subject to the terms and conditions, when installed and maintained in accordance with the following Approved Standards;

The Product is installed at the Property as part of a roof covering or cladding system ("the System") in accordance with BS 5427-1: 1996 'Code of practice for the use of profiled sheet for roof and wall cladding on buildings – Design', BS 8219: 2001 A1: 2013 'Installation of sheet roof and wall coverings – Profiled fibre cement Code of Practice', and the Company's current fixing and use recommendations and;

The Product is maintained in accordance with the Etex Exteriors (UK) Ltd Care, Maintenance and Repair recommendations set out or referred to in literature relating to the Product;

The Product will be fit for purpose for years from the date below (the Term) and conforms with the relevant product standards;

BS EN 494: 2012 + A1: 2015 'Fibre cement profiled sheets and fittings. Product specification and test methods.'

THE SCOPE OF THIS GUARANTEE

- 1 This Guarantee is provided by Etex Exteriors (UK) Ltd Limited (the 'Company' or 'we') and applies to the Company's roof covering and/or cladding system product listed on the front page ('the Product') for the benefit of the owner of and in relation to the property, both detailed on the front page (respectively the 'Owner' or 'you', and the 'Property').
- 2 This Guarantee is specific to the Product and the Property. It has a unique identification number shown on the front page. You must retain a full copy of this Guarantee and will need to provide it if you wish to make a claim. If you cannot, no Guarantee will be deemed to be provided by the Company and no liability will arise under the terms of this Guarantee.
- 3 Where a colour coating is applied the following should be noted;
The colour intensity will reduce due to weathering as described in British Standard EN 494: 2012 Section 5.1.2 Appearance and Finish, and
When the roof is views from a reasonable distance the colour will appear harmonious.
- 4 Any samples, descriptions or advertising literature we issue are provided and published solely to give you an approximate idea of the Product they describe. They do not form part of this Guarantee. We accept no responsibility for any statements, warranty or representations made by sales staff or third party suppliers of the Product under this Guarantee.
- 5 This Guarantee is in addition to your statutory legal rights in relation to defective or mis-described goods and does not affect your existing rights against the Company under law.

CONDITIONS

- 6 It is a condition of this guarantee that:
 - 6.1 the Product has been designed, stored, installed, fixed and maintained in accordance with the Approved Standards and using the normal standards of good workmanship;
 - 6.2 the roof or cladding system has been inspected on a reasonably regular basis, taking into consideration its age and weather and environmental conditions it has been exposed to (whilst ensuring

that all relevant health and safety precautions are strictly adhered to, including the provision of adequate protection to the roof covering should direct access be required over a completed area of roof);

- 6.3 the application of solvents, paints or other cleaning products or processes to the Product or any alteration or repair has not been carried out other than by the Company (or any third party approved by us in writing to carry out such work).

THE GUARANTEE AND EXCLUSIONS TO YOUR RIGHT TO CLAIM UNDER THIS GUARANTEE.

- 7 The Company guarantees that the Product is and will remain fit for any purpose for which it is specifically supplied by the Company to you for a period of 30 years, save that this does not include:
 - 7.1 use of the Product outside the Company's recommendations;
 - 7.2 any minor or non-material defect of whatever nature;
 - 7.3 any efflorescence, discolouration, flaking, excessive organic growth or other changes in the appearance, finish or surface coating of the Product of whatever nature or severity.
8. This Guarantee does not apply to any defect in the Product which does not relate to the design and/or manufacture and/or the raw materials used in the production of the Product. For example, this Guarantee does not cover any defect or damage arising from:
 - 8.1 abnormal weather or environmental conditions;
 - 8.2 direct contact with, or run off from, materials which advance corrosion;
 - 8.3 fair wear and tear;
 - 8.4 misuse or wilful damage, accidental damage or impact however caused;
 - 8.5 defects in the underlying construction or design of the Property or structure to which the Product is fixed or settlement, structural movement or subsidence of the Property;
 - 8.6 any failure by you or a third party to use, treat or maintain the Product in compliance with clause 5 above; or
 - 8.7 any negligence of you or any third party.

OUR OBLIGATION TO REFUND OR REPLACE THE PRODUCT

- 9 In the unlikely event that the Product fails to comply with this Guarantee, the Company will, subject to your compliance with the Claim Procedure (explained in clauses 16 to 18), provide a full refund or deliver or make available for collection a replacement Product for the Property ("Replacement Product"). The Company will decide whether to provide a full refund at original cost or Replacement Product, at its absolute discretion. For the avoidance of doubt, the Company will not install the Replacement Product.
- 10 The Company is committed to a process of continuing product improvement and development. If an identical Replacement Product is not available, the Company will deliver or make available for collection the product which in its absolute discretion, acting reasonably, it deems to be the most suitable alternative available from its range.
- 11 Any Replacement Product supplied under the terms of this Guarantee shall only be covered by this Guarantee for 15 years from the date shown i.e. the date upon which the original Guarantee period expires.

LIMITS TO THE COMPANY'S LIABILITY UNDER THIS GUARANTEE

- 12 If you bring a claim under this Guarantee, we only agree to provide you with a full refund at original cost or the provision of Replacement Product, as set out in clause 8 and in accordance with the terms of this Guarantee. If we fail to comply with the terms of this Guarantee, the Company's total liability to you for such failure is limited to a full refund at original cost or the provision of Replacement Product. This limitation does not affect any statutory rights you may have to bring other claims against us for loss or damage resulting from the Product being defective or as a result of our negligence in the manufacture of Product.
- 13 In particular, the Company will not be responsible or liable for loss or damage (including costs and expenses) arising from a failure to comply with the terms of this Guarantee which fall within the following categories:
- 13.1 the costs of any work necessitated by the replacement of defective Product;
- 13.2 any waste of your or any third party's time;
- 13.3 any claims against you by third parties;
- 13.4 misuse or wilful damage, accidental damage or impact however caused;
- 13.5 any pure economic loss indirect or consequential loss to you or any third parties arising out of or in connection with our failure to comply with this Guarantee;
- 13.6 losses relating to your business including but not limited to loss of profit, income or revenue, loss of business, damage to goodwill, loss of anticipated savings and claims by your customers;
- 13.7 in addition to the above any other costs, expenses or other direct special or consequential loss or damage.
- 14 In addition to the above, the Company will not be liable for loss or damage arising in contract, tort (including but not limited to negligence), by reason of any representation, common law, statute or otherwise arising out of or in any way connected or occurring as a result of the supply, use or resale of the Product, or as a result of any advice or assistance provided by it in relation to the handling, installation, use or disposal of the Products, which fall in the categories set out in clause 12 above.
- 15 Nothing in clauses 12 to 14 above or in this Guarantee will in any way exclude or prevent the Company's liability for:
- 15.1 death or personal injury caused by the Company's negligence;
- 15.2 fraud or fraudulent misrepresentation;

- 15.3 where the Product proves defective while in consumer use, loss or damage caused by negligence in the manufacture or distribution of the goods for which it is prohibited by Section 5 of The Unfair Contract Terms Act 1977 to limit liability;
- 15.4 losses caused by a defect in the safety of the Product for which it is prohibited by Section 7 of the Consumer Protection Act 1987 to limit liability;
- 15.5 any other matter for which it would be illegal or unlawful to exclude or attempt to exclude the Company's liability.

CLAIM PROCEDURE

- 16 Upon discovering a possible defect, you must act promptly and inform the Company by notice in writing of the alleged defect and in any event within 30 days of the date on which the defect was identified by you. Written notification of any claim under this Guarantee, together with a copy of the Guarantee bearing the unique identification number shown overleaf and evidence showing the possible defect must be sent to the Company at the following address:
- Etex Exteriors (UK) Ltd
Wellington Road
Burton Upon Trent
Staffordshire
DE14 2AP

- 17 Following receipt of a claim, the Company will be entitled to inspect the Products at the Property and if it considers necessary remove a representative number of the relevant batch of Product for testing.
- 18 The Company will bear the costs of inspection and testing if the Product does not comply with this Guarantee. If not, the reasonable cost of the inspection and testing will be paid by the Owner if the Company informed the Owner of the costs of the inspection and testing and the effect of this clause before it took place.

ASSIGNMENT

- 19 You may transfer or assign any of your rights or obligations under these terms to a subsequent owner of the Property in writing. However, the assignment will only be effective if you provide the Company with notice within 90 days of such assignment in writing to the address set out at clause 16, which includes the unique identification number shown on the front page of this Guarantee and the name of the new owner of the Property to whom this Guarantee has been assigned. We may transfer all or any of our rights and obligations under these terms to another organisation, but this will not affect your statutory rights.
- 20 Reference to the owner, you or your in the Guarantee shall refer to the Owner or his assignee but any assignee will not be able to enforce any term of this Guarantee until a written assignment has been signed by the original Owner and notice provided to the Company in accordance with clause 19.

GENERAL

- 21 This Guarantee applies to Products installed only in England, Scotland, Wales, Northern Ireland and the Channel Islands. The terms of this Guarantee shall be governed by and construed according to English law and the English Courts will have exclusive jurisdiction to determine any dispute arising hereunder.
- 22 If any Court or competent authority decides that any provision, term, clause or sub-clause of this Guarantee is invalid, unlawful or unenforceable in any way or to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 23 This Guarantee is not provided for the benefit of any person other than the Owner and no other person or third party shall have rights under or in connection with this Guarantee under the Contracts (Rights of Third Parties) Act 1999.