

# GUARANTEE CERTIFICATE UNDER ROOFING PRODUCTS



## MATERIAL GUARANTEE

Onduline under roofing sheets ("Products") are warranted by Onduline to the person or entity owning the Products (the "Owner") to be free from defect for the duration stated hereafter from the date of purchase by the purchaser provided certain conditions, hereafter clarified, are fulfilled and provided the maintenance and storage requirements mentioned below are respected.

Products are warranted under normal usage.

Subject to the conditions set forth below, in the event that Products or any portion thereof are found to be defective, upon presentation of this Guarantee Certificate and proof of purchase, Onduline will exchange new products for defective Products under the terms of this guarantee. Any such replacement products shall be warranted only for the period applicable to Products originally purchased.

For the first 60 months from the date of purchase, Onduline will furnish replacement products for 100% of Products which are proven to be defective for reasons other than circumstances listed below. Starting from the 61<sup>st</sup> month, Onduline will then partially contribute to the replacement of defective Products pursuant to the following formula, the remainder of the replacement's amount being paid by the Owner:

$$\% \text{ of Onduline contribution} = 100 - [(M - 60) \times 0.5] \\ M = \text{month}$$

Example: at the 77<sup>th</sup> month, Onduline will contribute to 91.5% of the replacement of the defective Products:

$$100 - [(77 - 60) \times 0.5] = 91.5 \%$$

Onduline's obligation to contribute to the replacement of defective Products shall cease at the end of the 240<sup>th</sup> month.

## EXCLUSIONS

This guarantee does not cover, and Onduline will not be responsible for any labor costs, tear-off costs, disposal costs, equipment costs, delivery costs, or other costs incurred in removing defective Products or installing replacement products, or any other cost consequent upon the defects in the original Products. Due to the natural character of the raw materials, solid colors can vary in tone within the same pallet or between different pallets.

Products will not be considered defective with respect to color, shade or hue. Products are neither covered for color evolution nor for aesthetic issues.

## VOIDING OF GUARANTEE

ALL GUARANTEES ARE VOID UNLESS THE FOLLOWING CONDITIONS ARE MET.

Products must have been installed in direct accordance with Onduline's fixing instructions as stipulated in the fixing

guide.

Neither the installer of the Products nor the Owner must thereafter attempt to alter or repair the same or to remove the Products to any other site or sites.

The defect complained of arises solely from a manufacturing defect of the Products and not as a result of:

- nonuse of Onduline's fixings;
- any defect in the structure or foundations of the building on which the Products have been installed, including, but not limited to, improper design of the structure, actual installation error, settling, shifting, distorting, or movement of the walls or foundation of the structure;
- mechanical impacts, mishandling of the Products;
- the failure of the installer to install the Products in direct compliance with the fixing specifications;
- extraordinary wear and tear (including, but not limited to, traffic on the roof or impact of falling objects);
- acts of God such as natural disaster (hail, floods, lightning, hurricane, tornado, earthquakes, etc.);
- force majeure events such as war, military occupation, military or civilian rebellion, public or any unauthorized violent protests, nuclear explosions, radiation, radioactive leaks, chemical corrosive materials and fumes such as paint removers, etc.;
- mold, moss, algae, fungus, misuse, neglect or improper storage or handling of the Products before, during, or after installation;
- failure of the Owner to clean debris off and maintain the Products;
- any kind of modification of the Products (refinement, alteration, decoration, etc.) carried out by the Owner or its contractors;
- damage to the Products as a result of interference by a third party, including animals;
- moisture accumulation caused by contact with damp or wet insulation or other absorbent materials;
- improper or insufficient ventilation;
- improper use of the Products;
- improper repair of the Products.

## CLAIMS

You must submit any claims under this guarantee in writing together with proof of purchase of the Products to Onduline Building Products Ltd, Dawson House, 5 Jewry Street, London, EC3N 2EX.

Should you fail to establish the date of purchase, Onduline is entitled to refuse to guarantee the Products under this guarantee.

Any claim under this guarantee must be submitted before the end of the guarantee duration.

In order to enable Onduline to determine whether the Products are defective or not, the Owner shall supply Onduline with samples and photographs of the allegedly defective Products which Onduline deems sufficient to

illustrate the damage and the Owner must not remove the Products until it has given Onduline a reasonable opportunity to examine it.

## DISCLAIMERS

The Products are only warranted to be free from defects in workmanship and material. ONDULINE MAKES NO OTHER GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED. ANY IMPLIED GUARANTEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE OBLIGATIONS SET FORTH IN THIS GUARANTEE ARE HEREBY DISCLAIMED BY ONDULINE.

Onduline makes no other representation or guarantee of any kind, and no representative, employee, distributor or dealer of Onduline has the authority to make or imply any representation, promise or agreement which in any way varies the terms of this agreement.

Onduline reserves the right to discontinue or modify any of its products, including color, shape, and size, without notice to the Owner, and shall not be liable as a result of such discontinuation or modification. Nor shall Onduline be liable in the event replacement products may vary in color in comparison to the original Products as a result of normal weathering.

If Onduline replaces any Products under this guarantee, it may substitute products designated by Onduline to be of comparable quality or price in the event the Products initially installed has been discontinued or modified. Onduline shall not be obligated to pay freight charges for delivery of replacement products.

## MAINTENANCE REQUIREMENTS

Maintenance is the responsibility of the Owner. For the Products, there is virtually non-specific maintenance required, except including following tasks that are mandatory to keep under roofs in good order. These tasks are reminded hereafter:

**Leaf debris:** do not allow leaf debris to build up on the surface of the Products.

Left unattended the debris will form leaf mould which by holding moisture in the corrugation bases will soften the materials and ultimately reduce their effective life.

**Tree and shrub branches:** check that overhanging branches are not in contact with the surface of the Products, as wind generated movement can result in mechanical damage.

**Condensation:** always ensure high and low level ventilation channels are unrestricted. If a new concrete floor is laid condensation can result due to the high levels of moisture produced from the concrete curing process.

**Gutters:** clean all gutters, down-pipes and gullies regularly. If water collection systems are used, filter

and circulate water in accordance with the instructions of the system manufacturer.

Whilst rainwater run-off from Onduline roofs is non-hazardous, we do not recommend its use for human consumption due to the inherent risk of air bourn pollutants being introduced into the water collection system.

**Roof traffic and Safety:** working on roofs can be a hazardous operation. Personnel should walk on roofs only if this is absolutely necessary, and should use planks or ladders laid flat and supported by the roof purlins, in order to carry out maintenance and related work.

All precautions should be taken as specified by applicable safety regulations.

## STORAGE REQUIREMENTS

**Packing:** products are delivered in a non-return packing specially designed to guarantee optimum storage conditions.

**Storage:** packs must be transported and stored under conditions which protect the Products from humidity and excessive heat.

If the packs are covered with a plastic cover, prolonged storage in full sunlight should be avoided.

Pallets must not be stacked.

Construction site storage: lay flat.

**Handling:** the weight of the Products allows easy manual handling. Mechanical or rope sling handling may be used for high buildings.

## SOLE REMEDY

Onduline's only liability under this guarantee, or in any action base upon guarantee, contract, negligence (of Onduline, its agents or employees), strict product liability or otherwise, is limited to the replacement of Products that Onduline deems defective. The Owner and Onduline expressly agree that the remedy of replacement of the defective Products is the exclusive and sole remedy available from Onduline.

## NO CONSEQUENTIAL DAMAGES

ONDULINE'S LIABILITY TO AN OWNER TO WHOM THIS GUARANTEE EXTENDS SHALL NOT EXCEED ONDULINE'S SALE PRICE FOR THE PRODUCTS. ONDULINE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY FAILURE OR DEFECT IN THE PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSS OF ANY REVENUE, LOSS RELATED TO BUSINESS INTERRUPTION OR OTHER ECONOMIC LOSS.

If any portion of this document shall be held ineffective or void, for any reason, the remainder shall remain in effect.

**This guarantee does not affect your statutory rights and will be interpreted under English law**