

## 30 years Warranty Cemsix fibre cement, corrugated sheet

(note: Applies only to projects registered at Cembrit Limited using the form below)

### The parties:

Subject to satisfactory completion and return of the registration details below within a period of six months from purchase, Cembrit Limited (company registration number 1968377) with address at Studio 39, Thames Innovation Centre, 2 Veridion Way, Erith, DA18 4AL grants the following warranty for fibre cement corrugated sheets type Cemsix (B6) supplied by Cembrit Limited and installed in England, Wales and Scotland (the "Territory"). In the event that the Customer effects any sales of any of the Products whether directly or indirectly outside the Territory the said Warranty shall not apply.

The warranty is granted only to the original end-user buyer (the "Buyer") whose details are registered with Cembrit Limited in respect of the original installation of the Products and is non-assignable.

This warranty constitutes the entire agreement between the Buyer and Cembrit Limited and, to the extent permitted by law, Cembrit Limited shall not be liable to the Buyer other than as set out in this warranty.

### The warranty:

Subject to the conditions set out in this warranty document Cembrit Limited warrants that the Products will be free from defects inherent in the materials and manufacture that render the Products unfit for their purpose as roofing material for a period of thirty (30) years from the date of delivery to the site where the Products are installed except that such warranty shall last no longer than thirty one (31) years from the date of manufacturing.

Cembrit Limited further warrants that except for colour influenced and reduced in intensity by natural ageing and weathering as described in British Standard EN 491:2012 section 5.1.2 Appearance and Finish the generic colour of painted Products will remain for a period of ten (10) years from the date of delivery to the site where the products are installed except that such warranty shall last no longer than eleven (11) years from the date of manufacturing.

### Remedies:

If a defect covered by this warranty should occur, Cembrit Limited may in its sole discretion either:

1. repair the defective sheets or
2. provide replacement sheets of a similar specification corresponding to the number of defective sheets or
3. pay to the Buyer a monetary sum for the defective sheets, being an amount equivalent to that paid by the distributor/contractor to Cembrit Limited for the corresponding number of sheets or
4. in the case of deterioration in the colour of the Products as covered by this warranty, restore the generic colour by applying an on-site treatment to the affected area in order for the colour to appear harmonious when the roof is viewed from a reasonable distance.

### Conditions of the warranty:

In addition to any other conditions specified in this warranty document, this warranty is valid and applicable only if each of the following conditions is strictly fulfilled:

The Products must have been stored, installed and maintained in accordance with the attached Cembrit Limited Product instructions, and in accordance with good industry practice, the British Standard Codes of Practice and any other recommendations given by Cembrit Limited. Cembrit Limited shall not be liable for any damages suffered as a result of incorrect, inadequate or improper storage, installation or maintenance of the Product.

Defects are only covered if they are inherent in the Product. The following is a non-exhaustive list of defects not covered:

1. damage caused by misapplication or incorrect treatment of the products other than by Cembrit Limited
2. damage caused by the underlying construction of the roof
3. damage caused by application of paints, solvents or other cleaning products other than by Cembrit Limited
4. damage caused by external agents or impact of external objects
5. damage caused by any abnormally aggressive environment
6. differences in colour that exist when new, or develop on weathering. In most circumstances the difference in colour will be acceptable, but a perfect colour match between the two coatings cannot be assured.

Where the Buyer makes a claim under this warranty Cembrit Limited must be given access to the Products for the purpose of examination and, where applicable, repair works.

### Exclusion of liability:

So far as is permitted by law Cembrit Limited shall not be liable to the Buyer in contract, tort (including negligence), statute or otherwise in respect of the following:

1. indirect or consequential loss or damage of any kind
2. loss or damage to any property other than the Product
3. loss or damage caused by or attributable to any design, workmanship, method of fixing or other factors that are due to any one other than Cembrit Limited.
4. any advice, representation or recommendation made by Cembrit Limited, our agents, distributors or the contractor or others unless confirmed by Cembrit Limited in writing.
5. any defects in the Products or other loss or damage caused by any factor beyond Cembrit Limited's reasonable control, including without limitation lightning, abnormal weather conditions, act of God or otherwise.

### Limitation of liability:

Cembrit Limited's aggregate liability under this warranty shall be limited to the price paid by the distributor/contractor under its own contract with Cembrit Limited for the delivery in question.

### Claims procedure:

For a claim to be valid it must be in writing and must be made immediately to Cembrit Limited and in any event within thirty (30) days of any alleged defect becoming noticeable. The claim must include information about the address of installation of the products and detailed information of the claimed defects and any other information that Cembrit Limited may reasonably require to enable it to assess the claim. Cembrit Limited must be given full access to examine the Products and Cembrit Limited shall make the final determination whether a defect covered by this warranty is present in the Products.

Cembrit Limited shall visit and examine the Products at its own expense, except that where Cembrit Limited determines that the Products do not contain a defect covered by this warranty the Buyer shall reimburse Cembrit Limited its reasonable expenses incurred.

### Law and jurisdiction

This warranty is governed by and will be construed in accordance with English law. Any disputes between the Buyer and Cembrit Limited shall, if not settled outside the courts, be subject to the exclusive jurisdiction of the English Courts.

No claim may be issued in a court arising out of or in connection with this warranty after lapse of the respective periods specified under "The warranty" above.

### Severance

If any provision, or part of any provision, of this warranty is found to be invalid, illegal or otherwise unenforceable, that provision or part-provision shall not affect the validity and enforceability of the other provisions of this warranty.

### Consumer rights

This warranty does not affect any rights that consumers may have under applicable legislation

## Cemsix (B6) corrugated sheets Buyer Registration Details

For the warranty to take effect, the Buyer must complete all of the sections below and return this entire document to Cembrit Limited at Studio 39, Thames Innovation Centre, 2 Veridion Way, Erith, DA18 4AL within six months of purchase of the Products. A copy of this document is enclosed for retention by the Buyer.

Name:

Address:

Postcode:

Full address of property where the Products have been installed (if different from above):

Postcode:

Brand of sheets purchased:

Colour of sheets purchased:

Number of sheets purchased:

Date of purchase:

Name of company from which the Products were purchased:

Date of installation:

I wish to take advantage of the warranty offered by Cembrit Limited. I acknowledge receipt of the Cembrit Limited Product instructions and I agree to the terms contained in this warranty document.

Signed:

Dated: