

30 years Warranty

Cembrit Manufactured fibre cement slates, corrugated sheets and associated fibre cement accessories.

This serves to document that Cembrit Limited offers a Cembrit Warranty of 30 years to projects registered at Cembrit Limited.

The Cembrit Warranty

is a special product warranty comprising the products delivered by Cembrit Limited to the distributor from January 1st 2019 and listed on the following pages.

The Cembrit Warranty

is a safeguard for the owner of the property where products are installed. If the property is handed over, the new owner is then safeguarded by the warranty

The Cembrit Warranty

ensures that for up to 30 years after delivery Cembrit Limited is liable for defects existing when the products were delivered. The warranty ensures that if an original defect is found within the warranty period, Cembrit Limited undertakes, to remedy the defect in accordance with the warranty conditions listed on the following pages

The Cembrit Warranty

applies if the products are stored, installed, used, and maintained in accordance with the guidelines and instructions of Cembrit Limited – see under www.cembrit.com

The Cembrit Warranty

applies only if the buyer registration details have been sent to Cembrit Limited within six months of purchase of the Products

Disclaimer: this page is not to be considered as part of the warranty – the terms of the warranty begin on page 2.

1. Warrantor

1.01 This warranty is issued by Cembrit Limited (Company registration number 1968377), Cembrit Ltd Warehouse 145, Appleton Thorn, Warrington WA4 4TQ.

2. Products comprised by the warranty

2.01 This warranty comprises Cembrit Slates; Jutland, Westerland, Moorland, Cembrit Corrugated Sheets; Cemsix and B5 and associated fibre cement accessories (as specified below) delivered by Cembrit Limited to the distributor of Cembrit Limited after January 1st 2019 and used for its intended purpose as building material in the United Kingdom of Great Britain. The products are hereinafter referred to as "Products".

3. Warranty

3.01 This warranty may be claimed by any legal person who is the owner of the Products, hereinafter referred to as the "Owner".

4. Warranty scope of coverage:

4.01 This warranty is supplementary to the legal rights of the Owner according to mandatory legislation.

4.02 If the Owner, taking into account the claim period stated under point 5, can prove that the Products in question had original defects in line with the points 4.03 and 4.04, Cembrit Limited, at its own discretion, undertakes to either:

- (a) pay to the Buyer a monetary sum for the defective items, being an amount equivalent to that paid by the distributor/contractor to Cembrit Limited for the corresponding number of items; or
- (b) redeliver new Products similar to the Products in question; or
- (c) repair the defects to the Products in question.

This warranty cannot be extended to comprise Products free of original defects that may have been delivered to the distributor of Cembrit Limited together with the defective Products.

4.03 An original defect shall exist only if the defect existed when the Product was delivered by Cembrit Limited to the distributor of Cembrit Limited. An original defect in respect of a Product shall be constituted by any failure of the Product to conform with the term "satisfactory quality" as such term applies under the *Sale of Goods Act 1979* and/or the *Consumer Rights Act 2015* (as applicable), and the Owner waives any rights to any warranty or definition of satisfactory quality that is applicable to the Product under any law other than the *Sale of Goods Act 1979* and/or the *Consumer Rights Act 2015* (as applicable). The assessment of satisfactory quality shall take in to account normal wear and tear of the Product and whether the function and appearance of the Product has been affected by impact of external factors. For the avoidance of doubt and without limitation, the occurrence of salt efflorescence/lime depositing and/or colour changes due to aging and/or weathering are each to be considered forms of normal wear and tear and therefore shall not be considered an original defect that is covered by this warranty. Cembrit Limited further warrants that except for colour influenced and reduced in intensity by natural ageing and weathering as described in British Standards EN 492 and EN 494 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.

4.04 Cembrit Limited shall under no circumstances be liable for defects occurring or arising after the Product has been delivered to the distributor of Cembrit Limited, including but not limited to defects that occur in connection with any transportation, storage, installation, assembly or application that is carried out by the distributor of Cembrit Limited or the Owner (as applicable), as well as any failure by the distributor of Cembrit Limited or the Owner (as applicable) to adhere to the guidelines and instructions developed by Cembrit Limited.

4.05 This warranty shall apply only as set out in points 4.02 and 4.03 and only when the Product is used for its intended purpose. Any other losses resulting from an original defect in respect of a Product, including but not limited to downtime, loss in income as well as time, and other losses, are not covered by this warranty. Personal injuries and damage to property are not covered by this warranty. However, nothing in this warranty limits or excludes the liability of Cembrit Limited for death or personal injury caused by the negligence of Cembrit Limited, fraud or fraudulent misrepresentation by Cembrit Limited.

5. Claims and period of limitation

5.01 The Owner shall notify Cembrit Limited about any original defect which is found in respect of a Product. Such notification shall be made in writing within a reasonable timeframe, and in any event no later than 6 months after the Owner's discovery or knowledge of the original defect and no later than 30 years after the Products have been delivered by Cembrit Limited to the distributor of Cembrit Limited.

5.02 The written notification in point 5.01 shall include all information relevant to the claim, including but not limited to information about the Product type, number of Products, reason for the claim and if possible, the Product marking. Upon receipt of a notification complying with points 5.01 and 5.02, Cembrit Limited is entitled to examine the Product in question. If Cembrit Limited is prohibited by the Owner from examining the Product, the claim will be refused.

5.03 The liability of Cembrit Limited in accordance with this warranty comprises liability for original defects in a Product which are claimed by the Owner against Cembrit Limited in accordance with points 5.01 and 5.02 within 30 years after delivery of the relevant Product to the distributor of Cembrit Limited. Subsequently, the warranty is voided in respect of that Product.

6. Severance

6.01 Each point in the terms of this warranty operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining points will remain in full force and effect.

7. Third party rights

7.01 This warranty is between Cembrit Limited and the Owner. No other person has any rights to enforce this warranty.

8. Disputes

8.01 This warranty is governed by and construed under English law. Any dispute arising from or in relation to this warranty shall be subject to the exclusive jurisdiction of the courts in England and Wales.