

WEATHER DEFENCE 12 YEAR WARRANTY

BOARDS AND COMPONENTS – (WEATHER DEFENCE)

Etex Building Performance Limited boards and components are tested together to ensure compatibility along with system performance. By completing this rigorous continuous testing program we can give piece of mind to clients, architects, engineers & installers alike on the technical performance of our Boards and Components.

<p>Etex Building Performance Limited warrants to the purchaser of such Boards and Components (the "Trading Customer of the 12 Year Warranty") that, if systems are designed & constructed entirely with WEATHER DEFENCE components and materials, by qualified professionals, in accordance with our latest WEATHER DEFENCE literature and all relevant standards, and the Boards and Components are installed, used and maintained in accordance with their original design scope and intent, the Boards and Components will perform to the original published laboratory performance parameters set out in the Etex Building Performance Limited WEATHER DEFENCE Product Brochure and other relevant literature as published by Etex Building Performance Limited on its website (the "12 Year Warranty"), for 12 years from the date of purchase of the relevant Board or Component (the "12 Year Warranty Period"). Excluded from this warranty is any failure(s) to WEATHER DEFENCE caused either directly or indirectly by the failure, inappropriate specification or quality for products not supplied by Etex Building Performance Limited.</p>	<p>Boards and Components will perform as intended throughout the 12 Year Warranty Period.</p> <p>Preface</p> <p>Etex Building Performance Limited WEATHER DEFENCE and its associated components (the "Products") are manufactured to demanding technical specifications & manufacturing standards and undergo extensive testing as part of a thorough product development and quality process. The design and manufacturing of the Products is controlled in accordance with BS EN ISO 9001:2008. Etex Building Performance Limited WEATHER DEFENCE Solutions are constructed solely with the Products designed and supplied by Etex Building Performance Limited and installed in accordance with the current version of the Etex Building Performance Limited WEATHER DEFENCE Product Brochure, all relevant construction standards and codes of practice, and Construction (Design & Management) Regulations 2015.</p>	<p>design scope and intent, will perform to the original published laboratory performance parameters set out in the WEATHER DEFENCE Product Brochure, or equivalent.</p> <p>To claim under the 12 Year Warranty the following conditions must be met:</p> <ol style="list-style-type: none"> a. the Trading Customer will need to evidence that the relevant system has been: <ol style="list-style-type: none"> i. constructed solely with the proprietary products and components supplied by Etex Building Performance Limited; ii. installed by a professional installer strictly in accordance with the WEATHER DEFENCE Product Brochure, or equivalent and the unique Etex Building Performance Limited project packs which can include but not limited to specification, advice and CAD drawings, and all other applicable literature (together, the "Applicable Literature"), and all relevant construction standards and codes of practice, Construction (Design & Management) Regulations 2015 as amended, and all other applicable legislation and regulations (together, the "Applicable Legislation"), and used, maintained, repaired and modified in accordance with the same;
<p>In the event that the Trading Customer of the 12 Year Warranty proves that a Board or Component fails to comply with the 12 Year Warranty during the 12 Year Warranty Period, we will reinstate the Board or Component that has contributed to the defect to its originally specified performance level. This 12 Year Warranty gives our customers the confidence that our</p>	<p>This 12 Year warranty (as defined below) should be read in conjunction with the Trading Terms and Conditions of Etex Building Performance which will be set out on the back of your invoice.</p> <p>Warranty</p> <p>Subject to the conditions outlined below Etex Building Performance Limited warrants to the purchaser of this 12 Year Warranty that the Products, as originally designed, built and unaltered in accordance with the original</p>	

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<p>b. The Trading Customer has paid Etex Building Performance Limited all sums which are due from the Trading Customer to Etex Building Performance in relation to the applicable system or otherwise;</p> <p>c. Etex Building Performance Limited has been informed in writing within 30 days of the discovery of any Defect (as defined below);</p> <p>d. Etex Building Performance Limited has been given a reasonable opportunity to inspect the relevant systems; and</p> <p>e. The Trading Customer can provide Etex Building Performance Limited with adequate proof of purchase.</p>	<p>xii. Installation to a structure of inadequate design or installation. Excluded from this warranty is any failure(s) to Etex Building Performance WEATHER DEFENCE caused either directly or indirectly by the failure, inappropriate specification or quality for products not supplied by Etex Building Performance Limited.</p> <p>xiii. The use of incompatible components or systems (for the avoidance of doubt the responsibility to ensure compatibility rests with the project design team).</p>	<p>b. Fraud or fraudulent misrepresentation.</p> <p>c. Any breach of terms implied by section 12 of the Sale of Goods Act 1979.</p> <p>d. Any other liability which cannot be excluded at Law.</p> <p>The 12 Year Warranty is not transferable and is limited to the relevant Trading Customer.</p> <p>Etex Building Performance Limited must be given reasonable opportunity to inspect any claim under the 12 Year Warranty or prior to any remedial actions. Etex Building Performance Limited shall not be liable for any cost, repair or replacement that is not pre-authorized in writing by Etex Building Performance Limited.</p>
<p>Warranty obligations</p>		
<p>The 12 Year Warranty does not apply to defects arising from:</p> <p>i. Abnormal use of the relevant Boards, Components or Products;</p> <p>ii. Deliberate damage to relevant Boards, Components or Products;</p> <p>iii. Negligence by the Trading Customer or a third party;</p> <p>iv. Any failure to assemble install, use, or maintain the relevant Boards Components or Products in accordance with the Applicable Literature and Applicable Legislation;</p> <p>v. Any subsequent alteration to the relevant Boards, Components or Products;</p> <p>vi. Boards that are not installed in a vertical position;</p> <p>vii. Boards that are exposed to direct moisture i.e. (but not limited to) persistent or cascading water, immersion in water or abnormal weather conditions;</p> <p>viii. Boards that have been left exposed to the weather for a period greater than 12 months following proper installation of boards prior to installation of the final cladding;</p> <p>ix. Development of mildew, bacteria or other organisms;</p> <p>x. Improper handling;</p> <p>xi. Act of god;</p>	<p>In the event that the Trading Customer proves that a Board or Component fails to comply with the 12 Year Warranty during the 12 Year Warranty Period Etex Building Performance Limited agrees, at its sole option and subject to the conditions set out above, to:</p> <p>— Repair the defective Board, Component or Product at its own expense so as to remedy the Defect;</p> <p>or</p> <p>— Replace the defective Board, Component or Product or the defective part of the Board, Component or Product at its own expense so as to remedy the Defect.</p> <p>All liability of Etex Building Performance Limited for indirect, special or consequential damages or loss of profits, business, production, contracts, anticipated savings, economic loss, damage to third party property, labour costs, or depletion of goodwill is excluded. The Trading Customer acknowledges that if these losses were not excluded the price of the Boards, Components, systems and Products would be higher.</p> <p>Nothing in the 12 Year Warranty will limit Etex Building Performance Limited's liability for</p> <p>a. Death or personal injury caused by its own negligence.</p>	<p>Claims will only be investigated when submitted in writing to:</p> <p>Etex Building Performance Limited, Marsh Lane, Easton-in-Gordano, Bristol, BS20 ONE.</p> <p>All other express or implied warranties, representations or other terms are hereby excluded including but not limited to those covering the quality of the Boards, Components and Products or their fitness for purposes other than the purposes for which they are designed.</p> <p>The Trading Customer accepts the applicability of the Trading Terms and Conditions of Etex Building Performance Limited which will be set out on the back of your invoice.</p> <p>Term of this warranty to be read in conjunction with the Proprietary Systems Policy Statement. The terms of this Warranties and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the Law of England and Wales ●</p>

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