



Delcote® Architectural Coatings 20 year guarantee

Certificate number:

Project name:

For HD Sharman Ltd.



sharmans
Delcote®
coating



sharmans
gutter & roof refurbishment systems

Protective Coatings Programme

Delcote® (Architectural Coating) Guarantee

This Guarantee is issued subject to its terms by HD Sharman Limited, (hereinafter referred to as 'Sharmans') in respect to products supplied for the installation of the following System Specification: DELCOTE ROOF SPECIFICATION

This Guarantee should be read in conjunction with the above named detailed specification. This Guarantee is not in effect unless signed by both the Installing Contractor and Sharmans representative:

1. Scope of Guarantee

- 1.1 The Delcote system is guaranteed for a period of 20 years following its installation for the purpose of providing a protective coating to metal roof sheets and fibre cement.
- 1.2 The guarantee shall commence on the project completion date and terminate at the end of the guarantee period.
- 1.3 In the event of building sale, lease or transfer, the benefit of this guarantee shall continue to the end of the guarantee period unless a change of use or other variation in circumstances is proposed for the building which is likely to affect the life of the system.
- 1.4 An area will be considered defective when the installation is completely absent or where loss of adhesion of the installation is encountered as a result of the quality of supplied product.

2. Obligations

- 2.1 The installation is to have followed exactly the detailed system specification laid down by Sharmans by a qualified Sharmans contractor who has satisfied themselves as to the suitability of the project/substrate for application including any necessary adhesion testing and surface preparation in accordance with the specification.
- 2.2 This guarantee is based on Sharmans carrying out an inspection of the installation. In passing the installation as acceptable, clause 2.1 above is not abrogated. Subsequent discovery of a failure to have followed exactly the detailed system specification may invalidate the guarantee.
- 2.3 The installation is to have been maintained in accordance with the recommended maintenance schedule.
- 2.4 Any prior facts that relate to the property which will not be reasonably obvious and which it is known may be relevant to the remedial treatment must be made known to Sharmans. Failure to notify Sharmans of any relevant known facts relating to changes of use, environment, application or condition may invalidate the guarantee. All or part of a property for which a fundamental change or aggravation has been notified may be excluded from this guarantee

- 2.5 All monies due in respect of products supplied for the installation of the System Specification have been paid.

3. Claims

- 3.1 Claims in the first instance must be reported to the Installing Contractor. If having determined that the defect has likely arisen as a result of product failure, the Installing Contractor shall notify Sharmans in writing within 30 days.
- 3.2 Provision shall be made for safe and reasonable access for inspection until the claim has been concluded.
- 3.3 Pertinent records shall be made available to Sharmans showing the environment to which the surfaces have been exposed since the initial application. This should include any additional treatment, cleaning procedures or any other data needed to reconstruct the chronological service history of the surfaces involved.
- 3.4 Acceptance of any liability by Sharmans under this guarantee is only valid when made in writing to the Installing Contractor by the Managing Director.

4. Applicable Law or Jurisdiction

- 4.1 Any question, dispute or difference arising out of or in connection with this guarantee (or with any further agreement to which this guarantee may lead) save as herein specifically provided for will be submitted to arbitration. An independent surveyor shall act as an expert and shall afford Sharmans facilities to make representations on any subject in the dispute.
- 4.2 In the event of any arbitration the arbitrator shall be nominated by Sharmans and the Customer jointly or in the event of disagreement by the President of the Royal Institution of Chartered Surveyors.

5. Common Law or Statutory Guarantees not excluded

- 5.1 This guarantee shall be in addition to and not in substitution of any guarantee implied on behalf of the Guarantor in favour of the Installing Contractor either at Common Law or by statute.
- 5.2 This guarantee should be interpreted in full where no clause or term may be taken in isolation. The above guarantee and all its terms, clauses, conditions and exceptions are confirmed, agreed and accepted in full, in evidence and whereof this document has been signed.

6. Limits & Exclusions

- 6.1 This guarantee does not apply to defects and/or damage to the installed system resulting wholly or in part from:
- 6.2 Occurrences outside the control of Sharmans and the installing contractor. This includes but is not limited to use other than normal and prudent use of the property, any negligent act or omission of any party other than of Sharmans or the installing contractor, mechanical damage including pest and bird attack, fire, explosion, collision or pollution.
- 6.3 Any changes in the appearance of the installed system not affecting its physical properties, in particular slight colour shift or imperfections resulting from difficulty of access to the surface to be treated.
- 6.4 Any alteration or repair to the installed system or the substrate to which it has been applied, (unless such alteration or repair has been agreed to in writing by Sharmans) including without limitation, the installation or removal of any penetrations or mounted devices, signs and/or equipment.
- 6.5 Any change in the environment to which the installed system surface is subjected or any change of use of the Building (unless Sharmans was notified of and approved such change of use) sufficient to cause a significant reduction in the life of the installed system.
- 6.6 Discharge of any substance, (chemical or otherwise) on the installed system or the substrate to which it was applied other than a substance notified to Sharmans as being so discharged when the installed system was supplied.
- 6.7 Water and moisture ingress and/or entrapment due to inadequately sealed or insulated sheets as a result of poor construction detailing, poor installation or deterioration of original sealing components and fixings or from defects due to structural movement of the building in excess of normal tolerances unless such remediation is specified by Sharmans in advance of system installation.

- 6.8 All liability of whatsoever kind for non-performance in whole or in part of any of the obligations of Sharmans under this guarantee due to causes beyond the control of Sharmans including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, other act of civic disobedience, acts of a third party, acts of any Government or any agency or sub division thereof, Government or local authorities regulations, judicial actions, labour disputes, strikes, embargoes, epidemics, accident, fire, explosion, flood, tempest or acts of God.
- 6.9 This guarantee does not cover any consequential loss of any description.
- 6.10 Sharmans liability is limited to the supply of materials only required for repair as described in 1.4.
- 6.11 The cost of those materials shall not exceed the initial cost of materials supplied to the project.
- 6.12 Failure of the existing substrate.

7. General Provisions

- 7.1 There shall be no waiver of the terms of this guarantee either where it is not required to comply strictly with its obligations or where Sharmans takes steps for its benefit which exceed the express scope of this Guarantee.
- 7.2 This guarantee shall be construed in accordance with English law and does not affect any relevant statutory or common law rights of the Installing Contractor but, subject to such rights supersedes all and any other guarantees warranties or representations, (in each case whether express or implied) which are inconsistent with the terms of this Guarantee. In the event of any inconsistency between the provisions of this Guarantee and the provisions of our standard terms and conditions of sale from time to time the provisions of this Guarantee shall prevail.
- 7.3 This guarantee shall include any rectification or replacement of the named System to which it relates for the period of guarantee remaining upon such rectification or replacement being complete.

Project ID:	Completed:
Address 1:	
Address 2:	
Address 3:	
Town:	Postcode:

HD Sharman Ltd
Name:
Position:
Signed:
Date:

