



Seamsil® Cut Edge Corrosion system 15 year guarantee

Certificate number:

Project name:

For HD Sharman Ltd.



sharmans
Seamsil®
cut edge



sharmans
gutter & roof refurbishment systems

Protective Coatings Programme

Seamsil® Guarantee

The Seamsil system is guaranteed for a period of 15 years when applied strictly in accordance with the manufacturer's instructions.

This document should be read in conjunction with the detailed specification called "Seamsil Cut Edge Corrosion Treatment".

1. Scope of Guarantee

- 1.1 HD Sharman Ltd guarantee the Seamsil System applied for the purposes of curing "Cut Edge Corrosion" problems will not fail during the guarantee period stated above.
- 1.2 The application is to have followed exactly the detailed specifications laid down by HD Sharman Ltd.
- 1.3 The guarantee shall commence on the day the Customer accepts the completed works and terminate at the end of the guarantee period.
- 1.4 In the event of sale, lease or transfer, the benefit of this guarantee shall be transferred to the new owner / tenant upon written agreement from HD Sharman Ltd. Such agreement shall not be unreasonably withheld but may be withheld if the new owner / tenant proposes a change of use or other variation in circumstances which is likely to affect the life of the system.
- 1.5 This guarantee is based on HD Sharman Ltd or one of its representatives carrying out a full inspection of the roof and passing the application as acceptable.
- 1.6 An area will be considered defective under any of the following circumstances :-
- 1.7 When the coating is completely absent or where pinholing, cracking, blistering, porosity or loss of adhesion are encountered which have permitted visible corrosion actively to occur.

2. Claims

- 2.1 The Customer shall notify HD Sharman Ltd in writing within 30 days of detection, giving details of the damage detected and HD Sharman Ltd or one of its representatives shall have the right to inspect the area upon which a claim is made within 30 days of receipt of notification of claim of which notice is received. Once a claim has been made the Customer must allow reasonable access to the area of the claim until the claim has been concluded.
- 2.2 The Customer agrees to make available to HD Sharman Ltd pertinent records showing the environment to which the coated surfaces have been exposed since the initial coating application including any additional surface treatment / washing down / cleaning procedures employed and any other data needed to reconstruct the completed chronological service history of the surfaces involved.

2.3 HD Sharman Ltd shall acknowledge receipt of the claim to the Customer in writing. Acceptance of any liability by HD Sharman Ltd under this guarantee is only valid when made to the Customer in writing by the Managing Director.

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. Repairs

- 3.1 HD Sharman Ltd liability is limited to the supply of materials only and will be supplied should there be a breakdown as described in 1.6 above.
- 3.2 The cost of those materials shall not exceed the initial cost of materials supplied to the contract.

4. Exclusions

- 4.1 This guarantee does not cover any consequential loss of any description.
- 4.2 Where there is a change in the environment to which the coated surface is subjected, sufficient to cause a significant reduction in the life of the coating, this guarantee shall be considered void. In the event of any dispute between HD Sharman Ltd and the Customer the matter shall be referred for determination to an independent surveyor appointed by HD Sharman Ltd and the Customer, or in the event of a disagreement by the President of the Royal Institution of Chartered Surveyors. An independent surveyor shall act as an expert and shall afford HD Sharman Ltd and the Customer facilities to make representations in writing on any subject in the dispute.
- 4.3 The areas which are defective by reason of (in whole or in part) use other than normal and prudent use of the property, all, external causes including but not limited to mechanical damage, bird and pest attack, agents of corrosion e.g. water, entering the overlap subsequent to, and by means other than by reason of defective,

installation; fire, explosion, collision, pollution, acts of God, any minor changes in the appearance of the system not affecting the anti-corrosion properties, imperfections resulting from difficulty of access to the surface required to be treated and all occurrences outside the control of HD Sharman Ltd and the Customer.

4.4 All liability of whatsoever kind for non performance in whole or in part of any of the obligations of HD Sharman Ltd under this guarantee due to causes beyond the control of HD Sharman Ltd and its representatives including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot other act of civil disobedience, acts of the Customer or 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.

4.5 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.

5. Applicable Law or Jurisdiction

5.1 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.

5.2 In the event of any arbitration the arbitrator shall be nominated by HD Sharman Ltd and the Customer jointly or in the event of disagreement by the President of the Royal Institution of Chartered Surveyors.

6. Obligations

6.1 The Customer shall survey all properties that are to be treated and confirm they are suitable for repainting.

6.2 The Customer shall make known to HD Sharman Ltd prior to inspection any facts that relate to the property which will not be reasonably obvious and which it knows may be relevant to the remedial treatment.

6.3 Failure to notify HD Sharman Ltd of any relevant facts known to the Customer or any changes of use, environment, application or condition known to the Customer may invalidate the guarantee.

6.4 The guarantee may, following discussion with the Customer, exclude from this guarantee all or part of a property for which a fundamental change or aggravation has been notified.

7. Common Law or Statutory Guarantees not excluded.

7.1 This guarantee shall be in addition to and put in substitution of any guarantee implied on behalf of the Guarantee in favour of the Customer either Common Law or by status.

7.2 This guarantee should be interpreted in full where no clause or term may be taken in isolation.

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

HD Sharman Ltd
Name:
Position:
Signed:
Date: