



Cladding Coating Warranty

Certificate number:

Invoice number:

Site address:



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Product Warranty

This Warranty is given for the benefit of

It is not transferable and no person other than the Customer shall have the right to enforce any term of this Warranty.

In this Warranty:

“the Company”	means HD Sharman Ltd, High Peak Works, Chapel-en-le-Frith, High Peaks Work, Derbyshire, SK23 0HW.
“the Contractor”	means the contractor, sub-contractor or agent appointed by the Customer to apply the Goods;
“defect”	means actual or alleged failure of the Goods to conform to the warranty;
“delivery”	means delivery to the Customer or (if the Goods are purchased from the Company by the Contractor) delivery to the Contractor;
“Goods”	means those goods, listed in the Specification and quantified in the correctly completed ‘Application for Warranty’ form annexed to this Warranty, which are supplied by the Company for use by the Customer (whether supplied to the Customer direct or through the Contractor);
“Site”	means the site specified in the Specification;
“the Specification”	means the specification or specifications prepared by or on behalf of the Company for the Customer prior to the application of the Goods and annexed to this Warranty;
“Warranty Period”	means the period throughout which this Warranty continues to apply pursuant to clause 1 below;
“Total Contract Price”	means the total price charged by the Company for the Goods as described in the correctly completed ‘Application for Warranty’ form annexed to this Warranty and given in section 11.3 of this Warranty.



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This Warranty is only valid for Goods used at the Site. This Warranty is conditional upon the Company's warranty registration document having been fully and accurately completed by or on behalf of the Customer and returned to the Company.

1. The Company warrants that (subject to the other provisions of this Warranty):
 - 1.1 the Goods have been manufactured in accordance with the Company's BS EN ISO 9001 Quality Standards registration;
 - 1.2 upon delivery and for a period of 6 months from the date of delivery by the Company, the Goods will be of satisfactory quality within the meaning of the Sale and Supply of Goods Act 1994; and
 - 1.3 for a period of 10 years from 1st July 2019 the Goods will, once they have been applied at the Site in accordance with the Specification, not flake.
2. The Company shall not be liable for a breach of this Warranty unless:
 - 2.1 the Customer gives written notice of the defect to the Company and to the Contractor, and (if the defect is as a result of damage in transit) to the carrier, within 30 days of the time when the Customer discovers or ought to have discovered the defect and, in any event, within the Warranty Period; and
 - 2.2 the Company is given a reasonable opportunity, within 30 days after receiving the notice, of accessing the Site and conducting an initial examination of the Goods and those parts of the Site to which the Goods have been applied; and
 - 2.3 the Company is subsequently given a reasonable opportunity to return to the Site and, both during the initial visit to the Site and any subsequent visits, is given a reasonable opportunity to remove from the Site samples of the Goods (including parts of the Site to which they are applied) for analysis; and
 - 2.4 the Customer (if asked to do so by the Company) returns any unused Goods to the Company's place of business at the Company's cost.

General Exclusions

3. The Company shall not be liable for a breach of this Warranty if:
 - 3.1 the Customer or the Contractor continues to apply the Goods or makes any further use of the Goods after giving notice pursuant to clause 2.1 above; or
 - 3.2 the defect arises because the Customer or the Contractor failed to follow the company's oral or written warnings, directions or other instructions as to the storage, application or use of the Goods including (without limitation) any such warnings, directions or instructions set out in the Company's product data sheets or (if there are none) good trade practice; or



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- 3.3 the Goods are not used within 6 months of the date of delivery; or
- 3.4 the Customer mixes the Goods with any other goods or performs any process on the Goods without the written consent of the Company; or
- 3.5 the particular type of defect is or has been specifically excluded by the Company by notice in writing at the time the contract for the supply of Goods is made; or
- 3.6 the defect is a result of the negligence, breach of contract, breach of statutory duty or willful act or omission of the Customer, the Contractor or any third party; or
- 3.7 there has been any change at the site in the environmental conditions specified in the initial specification
- 3.8 the cladding/paint is not regularly maintained on an annual basis as detailed in our standard maintenance manual.

Specific Exclusions

4. This Warranty does not apply to any defect caused by:
 - 4.1 fire, lightning, flood, explosion, abnormal winds, earthquake, acts of war, riots, civil commotions, radiation, falling objects, undue wear and tear, vandalism and other extraneous causes, such as corrosion from joints or uncoated surfaces;
 - 4.2 accumulations of dirt or debris or areas not exposed to washing by rainfall unless, in each case, the Customer can produce records that show clearly that these areas have been adequately washed down at least annually with a non-abrasive chemically neutral detergent solution;
 - 4.3 ponding on roofs and inadequately sealed overlaps including side sheeting allowing retention of water and other contaminants;
 - 4.4 emissions of harmful gases, fumes or chemicals from either natural or man-made sources falling on the treated areas;
 - 4.5 change of use of the Site or any buildings at the Site from their intended purposes at the date of the Specification;
 - 4.6 exposure to continuous temperatures greater than 60°C from non-solar sources;
 - 4.7 failure at cut edges/joints/overlaps, fasteners; and or failure of previously applied coatings or corrosion issues.
 - 4.8 deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with other corrosive materials;




4.9 the performance of any touch-up or other earlier applied paint used on the panels.

5. This Warranty does not apply to a defect on any single plane (such as one wall or roof slope) unless any particular failure on which that defect is based directly affects more than 5% or 100 square metres (whichever is smaller) of the surface area of that part of that plane to which the Goods are applied.
6. Subject to clauses 2 to 5 above, if any of the Goods do not conform with this Warranty the Company shall at its option replace the Goods (or, where applicable, those parts of the Goods which are defective, but excluding any Goods which have been applied only to planes to which the Warranty does not apply according to the criteria in clause 5) or refund the price of the Goods (or, where applicable, the relevant part) at the pro rata invoice price provided that, if the Company so requests, the Customer shall, at the Company's expense, return any unused Goods to the Company.
7. Any Goods returned to the Company will belong to the Company and any replacement Goods will be guaranteed on these terms for the unexpired portion of the Warranty Period.
8. The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
 - 8.1 any breach of this Warranty; and
 - 8.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this Warranty.
9. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this Warranty.
10. Nothing in this Warranty excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or the Company's liability for fraudulent misrepresentation.
11. Subject to clauses 9 and 10 above:
 - 11.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the supply of the Goods and any associated services shall be limited in accordance with the following table:



Number of years after delivery within which the claim is made (subject always to the Warranty still being valid on the date of claim):	Total liability (including any replacement or refund under Clause 6) not to exceed the following % of the Total Contract Price for the paint goods only as defined in section 11.3 of this Warranty:
Up to 5 years	100%
More than 5 years and up to 6 years	90%
More than 6 years and up to 7 years	80%
More than 7 years and up to 8 years	70%
More than 8 years and up to 9 years	60%
More than 9 years and up to 10 years	50%

11.2 the Company shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the supply of the Goods and any associated services.

<p>Signed for and on behalf of HD Sharman Limited.</p>  <p>Garath Buckingham</p>	<p>By signing here: You confirm that you have installed the system in accordance with the relevant system specifications.</p>
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This Warranty is not valid unless signed by an authorised person on behalf of HD Sharman Ltd.

