

# GUARANTEE CERTIFICATE

## MATERIAL GUARANTEE

Onduclair® PC, Onduclair® PLR, Onduclair® Color, Onduclair® Protect, Onduclair® Thermo, Onduclair® Renov ("Products") are guaranteed by Onduclair, an Onduline Group company, to the person or entity who bought the Products (the "Buyer") and/or to the person or entity owning the Products (the "Owner") to be free from defect/compliant with the Description part of the Installation Guide applicable to each Product, for the duration stated hereafter from the date of purchase by the Buyer/Owner provided certain conditions, including but not limited to the conditions of installation, fixation and use and the maintenance and storage requirements, hereafter set out as well as the conditions and requirements mentioned in the Installation Guide are fulfilled and respected. Products are guaranteed under normal usage and for a period of 120 months from the date of purchase of the Products. Subject to the conditions set forth below, in the event that Products or any portion thereof are found to be defective/not compliant with the Description part of the Installation Guide applicable to each Product, upon presentation of this guarantee Certificate and proof of purchase, Onduclair will exchange defective/non-compliant Products by equivalent or similar new products under the terms of this guarantee. Any such replacement products shall be guaranteed only for the remaining period applicable to Products originally purchased.

For the first 36 months from the date of purchase, Onduclair will furnish replacement products for 100% of Products which are proven to be defective for reasons other than circumstances listed below. Starting from the 37<sup>th</sup> month, the contribution of Onduclair to the replacement of defective Products shall be limited to the amount calculated pursuant to the following formula, the remainder of the replacement's amount being paid by the Owner/Buyer:

$$\% \text{ of Onduclair contribution} = \frac{100 - [(M - 36) \times 1.15]}{M} \times 100$$

Example: at the 85<sup>th</sup> month, Onduclair will contribute to 43.65 % of the amount of the replacement of the defective Products:

$$100 - [(85 - 36) \times 1.15] = 43.65 \%$$

Onduclair's obligation to contribute to the replacement of defective Products shall cease at the end of the 120<sup>th</sup> month from the date of purchase of the Products.

## EXCLUSIONS

This guarantee does not cover, and Onduclair will not be responsible for any labor costs, tear-off costs, disposal costs, equipment costs, delivery costs, or other costs incurred in removing defective Products or installing replacement products, or any other cost consequent upon the defects in the original Products.

Due to the natural character of the raw materials, solid or translucent colors can vary in tone within the same pallet or between different pallets.

Products will not be considered defective in the event of any variation/evolution of the color, shade or hue of the Products. Products are not covered for aesthetic issues.

This guarantee shall not apply in the event of:

- non-payment of one of the Products by the Buyer,
- violation of labor law, including but not limited to illicit work.

## VOIDING OF GUARANTEE

ALL GUARANTEES ARE VOID UNLESS THE FOLLOWING CONDITIONS ARE MET. Products must have been installed in direct accordance with Onduclair's fixing instructions as stipulated in the Installation. Neither the installer/Buyer of the Products nor the Owner must thereafter attempt to alter or repair the same or to remove the Products to any other site or sites.

The defect complained arises solely from a manufacturing defect of the Products and not as a result of:

- any defect in the structure or foundations of the building on which the Products have been installed, including, but not limited to, improper design of the structure, installation error, settling, shifting, distorting, or movement of the walls or foundation of the structure;
- mechanical impacts, mishandling of the Products;
- the failure of the installer to install the Products in compliance with Onduclair's Installation Guide and with any applicable rules to the Products, including but not limited to any applicable local regulations, standards, proper rules etc.;
- the failure of the installer to install Products with their UV protected side facing outwards, therefore being the side exposed to solar radiation and normal weather conditions;
- abnormal wear and tear (including, but not

limited to, traffic on the roof or impact of falling objects);

- force majeure events such as war, military occupation, military or civilian rebellion, operation by civil or military authorities, riots, sabotage, terrorists attacks public or any unauthorized violent protests, embargo, trade ban, nuclear explosions, radiation, radioactive leaks, chemical corrosive materials and fumes such as paint removers, fire, natural disaster such as flood, lightning, hurricane, tornado, earthquakes, etc., strike, etc.;

- storm (including hail) if, within 1 km around the building where Products are installed, other products or roofing products have been damaged by the same storm;
- hail, when one of the following conditions is met:

- the impact comes from inside the building where Products are installed;
- hail's speed is higher than 75 meters per second (pursuant to norm SIA V280:1983) and/or hailstones' diameter is above 40 mm and/or hailstones' weight is superior or equal to 38.8 g;

- mold, moss, algae, fungus, misuse, neglect or improper storage or handling of the Products before, during, or after installation;
- failure of the Owner and/or Buyer to clean debris off and maintain the Products, any kind of modification of the Products (including but not limited to dismantling, reassembly, refinement, alteration, decoration, etc.) carried out by the Buyer and/or the Owner or its contractors;

- damage to the Products as a result of interference by a third party, including animals;
- moisture accumulation caused by contact with damp or wet insulation or other absorbent materials;

- improper or insufficient ventilation;
- improper use of the Products;
- improper repair of the Products;
- exposure of the Products to incompatible chemicals;
- graffiti's.

Even if rainwater run-off from Products is non-hazardous, Onduclair shall in no event be held liable in case of its use for human or animal consumption due to the inherent risk of air bourn pollutants being introduced into the water collection system

## CLAIMS

You must submit any claims under this guarantee in writing together with proof of

purchase of the Products to Onduline Building Products Ltd, Dawson House, 5 Jewry Street, London, EC3N 2EX.

Should you fail to establish the date of purchase, Onduclair is entitled to refuse to guarantee the Products under this guarantee.

Any claim under this guarantee must be submitted to Onduclair by registered letter with return receipt requested, before the end of the guarantee duration and within 15 calendars days following the discovery of a defect / non-conformity. In order to enable Onduclair to determine whether the Products are defective or not, the following documents / information shall be enclosed to this registered letter:

- a copy of the invoice of the Products,
- samples when requested by Onduclair,
- high quality pictures of the allegedly defective /non-compliant Products which Onduclair deems sufficient to illustrate the damage,
- indication of the manufacture references,
- number of the allegedly defective / non-compliant Products,
- a precise description of the alleged defect(s) / non-compliance,
- any relevant information in connection with its claim.

The Owner/Buyer shall give Onduclair access to the premises where the Products are located, in compliance with applicable safety rules and shall allow Onduclair to inspect/examine the Products. All travelling costs shall be borne by the Owner/Buyer and will only be reimbursed by Onduclair if the claim is accepted.

## DISCLAIMERS

The Products are only guaranteed to be free from defects in workmanship and material. **Onduclair makes no other guarantee of any kind, express or implied. Any implied guarantees of merchantability or fitness for a particular purpose which exceeds the obligations set forth in this guarantee are hereby disclaimed by Onduclair.**

Onduclair makes no other representation or guarantee of any kind, and no representative, employee, distributor or dealer of Onduclair has the authority to make or imply any representation, promise or agreement which in any way varies the terms of this agreement. Onduclair reserves the right to discontinue or modify any of its Products, including properties, color, shapes, and size, without notice to the Owner / Buyer, and shall

not be liable as a result of such discontinuation or modification. Nor shall Onduclair be liable in the event replacement products may vary in color in comparison to the original Products. If Onduclair replaces any Products under this guarantee, it may substitute products designated by Onduclair to be of comparable quality or price in the event the Products initially installed have been discontinued or modified. Onduclair shall not bear freight charges for delivery of replacement products.

## MAINTENANCE REQUIREMENTS

Maintenance is the responsibility of the Owner/Buyer. The maintenance required includes, but is not limited to the requirements set out in the Installation Guide as well as the following tasks:

**Leaf debris:** do not allow leaf debris to build up on the surface of the Products.

Left unattended the debris will form leaf mould which by holding moisture in the corrugation bases will damage the materials and ultimately reduce their effective life.

**Tree and shrub branches:** check that overhanging branches are not in contact with

the surface of the Products, as wind generated movement can result in mechanical damage.

**Condensation:** always ensure high and low level ventilation channels are unrestricted. If a new concrete floor is laid condensation can result due to the high levels of moisture produced from the concrete curing process.

**Gutters:** clean all gutters, down-pipes and gullies regularly. If water collection systems are used, filter and circulate water in accordance with the instructions of the system manufacturer.

**Roof traffic and Safety:** working on roofs can be a hazardous operation. Personnel should walk on roofs only if this is absolutely

necessary, and should use planks or ladders laid flat and supported by the roof purlins, in order to carry out maintenance and related work. All precautions should be taken as specified by applicable local safety regulations.

## STORAGE REQUIREMENTS

Storage of the Products is the responsibility of the Owner/ Buyer. Storage of the Products includes, but is not limited to the requirements set out in the Installation Guide as well as the following requirements:

**Packing:** products are delivered in a non-return packing.

**Storage:** packs must be transported and stored under conditions which protect the Products from humidity and excessive heat. The Products must be stored indoor. Pallets must not be stacked. Construction site storage: lay flat.

**Handling:** the Products shall be handled with special care in accordance with professional rules and local regulations and to any other rules specified in the Installation Guide. Products' handling shall be borne by the Buyer/Owner/installer.

## SOLE REMEDY

Onduclair's only liability under this guarantee, or in any action base upon guarantee, contract, negligence (of Onduclair's, its agents or employees), strict product liability or otherwise, is limited to the replacement of Products that Onduclair deems defective / non-compliant. The Owner and/or the Buyer and Onduclair expressly agree that the remedy of replacement of the defective / non-compliant Products is the exclusive and sole remedy available from Onduclair.

## NO CONSEQUENTIAL DAMAGES

Onduclair liability to an Owner and / or Buyer shall not exceed Onduclair's sale price for the Products. Onduclair shall not be liable for indirect damages and immaterial direct damages resulting from any failure or defect or non-compliance in the Products, including but not limited to loss of any revenue, loss related to business interruption or other economic loss.

## NO LIABILITY FOR DEFECTIVE PRODUCTS

Pursuant to Article 1386-15 § 2 of the Civil Code, Onduclair shall not be liable for any damage caused by the Products to any property not used by the injured party mainly for his own private use or consumption.

If any portion of this document shall be held ineffective or void, for any reason, the remainder shall remain in effect.

## CHOICE OF LAW - APPLICABLE

## JURISDICTION

**This guarantee does not affect your statutory rights and will be interpreted under English law**