

## Premier roofing systems Certificate of Warranty

This **Warranty** is given by Premier Roofing Systems in respect of the membrane System supplied by Premier Roofing Systems upon the terms and conditions set out below and overleaf.

- This Warranty
- Is for a period of:
- The Customer is:
- The Address is:
- Purpose of Structure:

Commencing from midnight on the ....., following which period this warranty shall be null and void.

- 1) In the event of entry of water through the membrane, arising solely from the failure of the installed system, Premier Roofing Systems Ltd give a Warranty to the customer for the stated period from the date hereof to repair without charge the membrane or to supply without charge replacement material and to reimburse reasonable and quantified costs in the repair or replacement of the membrane system.
- 2) Premier Roofing Systems Ltd will not be liable under this Warranty unless a claim is notified in writing to the registered office as soon as possible but in any event within 30 working days of discovery of any defect in the membrane or the entry of water through the System.
- 3) Premier roofing systems Ltd will not be liable under this Warranty in any of the following circumstances:-
  - a) If the structure or any part of it has been or is exposed to abnormal or in appropriate loading from any cause including but not limited to wind speeds in excess of design criteria (stated in 'BS EN 1991-1-4:2005+A1:2010 Eurocode 1. Actions on structures. General actions. Wind actions').
  - b) In the event Premier roofing systems Ltd haven't received full payment for the materials provided.
  - c) If work is carried out by way of repair, alteration or extension to any part of the waterproofing without the written approval of Premier Roofing Systems (other than reasonable emergency repairs to prevent damage or further damage occurring). Such approval, if given, shall be for the purpose of this Warranty only and shall not be taken to indicate that Premier roofing systems Ltd either recommend or approve the work or that they have advised it is required, adequate or appropriate.
  - d) If (but only to the extent that) the customer has caused or contributed to loss or damage or further loss or damage by failure to exercise reasonable emergency repairs or failure to take other appropriate steps including (but not limited to) notifying Premier roofing systems Ltd forthwith upon it becoming reasonably apparent that circumstances exist which are likely to give rise to a claim hereunder.
  - e) If the building or structure upon which the system has been placed has been used for a purpose other than the purpose disclosed at time of specification or installation.
- 4) The maximum liability of Premier roofing systems Ltd under this Warranty shall be limited to the costs referred to in clause (1) above.
- 5) The Warranty does not cover;

- a) Installations of this system outside Great Britain, Northern Ireland, the Channel Islands, the Isle Of Man or the Republic of Ireland unless agreed by Premier roofing systems in writing.
- b) The first £100 of any claim.
- c) Damage, loss or injury resulting wholly or partly from fire, flood other than flooding resulting from the failure of the waterproofing, earthquake, lightning, wind speeds in excess of the design criteria, (stated in 'BS EN 1991-1-4:2005+A1:2010 Eurocode 1. Actions on structures. General actions. Wind actions) collapse, subsidence, vibration, weakening or removal of support, accidental or deliberate damage, howsoever caused, the effect of ionising radiation or contamination of radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic, explosive or other hazardous properties of any explosives nuclear assembly component thereof or pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 6) This Warranty may be assigned by the customer to a purchaser or tenant of the premises provided that Premier roofing systems Ltd is notified in writing of such assignment and agrees in writing thereto prior to the execution of the assignment
- 7) For the purpose of this Warranty notification in writing shall be effected by sending the notice to Premier roofing systems Ltd at its registered office by recorded delivery post.
- 8) This Warranty or the terms hereof may not be amended or varied without the written consent of the Managing Director of Premier Roofing Systems Limited.
- 9) This warranty shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 10) The parties do not intend that any of the terms of this Guarantee shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 11) If the Customer acknowledges having read and agreed to the conditions and limitations printed herein.

Issued for and behalf of Premier roofing systems  
Name:  
Signature:

Accepted on behalf of The Client  
Name:  
Signature:



Registered in England No. 07826210 VAT Registration No. 124 3387 28