



MATERIALS AND WORKMANSHIP GUARANTEE

This Guarantee is given severally by Saint-Gobain Construction Products UK Limited trading as Saint-Gobain Weber (“Saint-Gobain Weber”) and <<Company>> (the “Installing Contractor”) in favour of the Beneficiary in accordance with the details set out below and subject to the terms and conditions stated overleaf.

Project Number:

Project Name:

Address of Building Covered:

System:

Term of Guarantee: [10] years

Commencement Date:

Expiry Date:

Beneficiary:

Installing Contractor:

Address:

**Signed on behalf of
Saint-Gobain Weber**

By:

Position:

Date:

**Signed on behalf of
<<Company>>**

By:

Position:

Date:

MATERIALS AND WORKMANSHIP GUARANTEE ("GUARANTEE")

1 Warranties

- 1.1 Saint-Gobain Weber warrants to the Beneficiary that:
 - 1.1.1 all materials and components that it supplies for use in connection with the Project ("Materials/Components") will be of the "satisfactory quality" required by the Sale of Goods Act 1979 (as amended) and will be free from material defects;
 - 1.1.2 to the extent that the System incorporates external wall insulation, the relevant Materials/Components will:
 - 1.1.2.1 resist the passage of moisture (directly through the Materials/Components only) to the inner surfaces of the building;
 - 1.1.2.2 maintain attachment to the substrate;
 - 1.1.2.3 maintain attachment of the finishes.
- 1.2 The Installing Contractor warrants that it will exercise reasonable skill and care when applying and installing the Materials/Components.

2 Liability

- 2.1 Subject to the provisions of this clause 2 and clause 3 below:
 - 2.1.1 in the event that any of the Materials/Components are demonstrated to be defective as a result of a breach of the warranty given under clause 1.1, Saint-Gobain Weber will, at its option:
 - 2.1.1.1 replace on site, free of charge, the defective Materials/Components (or the defective parts of the Materials/Components); or
 - 2.1.1.2 repair on site, free of charge, the defective Materials/Components (or the defective parts of the Materials/Components).
 - 2.1.2 in the event that any of the Materials/Components are demonstrated to have been incorrectly applied or installed as a result of a breach of the warranty given under clause 1.2 above, the Installing Contractor will, free of charge, reinstate any such Materials/Components with replacement materials and components supplied by Saint-Gobain Weber at the cost of the Installing Contractor.
- 2.2 Saint-Gobain Weber's and the Installing Contractor's obligations under this Guarantee shall be limited to those set out in clause 2.1 above and their liability shall be limited as set out in clauses 2.2 to 2.6 (inclusive).
- 2.3 Neither Saint-Gobain Weber nor the Installing Contractor shall have any liability under this Guarantee for any direct or indirect loss including without limitation loss of profit, loss of business opportunities, increased operating costs, consequential loss, purely economic loss, liquidated or other damages payable or suffered by any person as a result of a delay in the completion of a construction project, distress, suffering, inconvenience, discomfort, emotional trauma or otherwise.
- 2.4 No other terms, conditions or warranties shall be implied into this Guarantee, except that nothing in this Guarantee will exclude or limit either Saint-Gobain Weber's or the Installing Contractor's liability in relation to death or personal injury resulting from negligent act or omission by or on behalf of the Saint-Gobain Weber or the Installing Contractor, nor for fraud.
- 2.5 Neither Saint-Gobain Weber nor the Installing Contractor shall have any liability under this Guarantee:
 - 2.5.1 where the Materials/Components and/or their application or installation have been compromised by:
 - 2.5.1.1 defects in or the failure of the sub-structure or any adjacent or surrounding materials or components;

- 2.5.1.2 fire, lightning, flood, explosion, abnormal winds, earthquake, acts of war, riots, civil commotion, radiation, falling objects, vandalism, subsidence or any other extraneous causes outside the reasonable control of Saint-Gobain Weber and the Installing Contractor;
- 2.5.1.3 dirtying of the wall surfaces, damage (whether deliberate or accidental), misuse, wilful neglect or negligence by the Beneficiary or any third party;
- 2.5.1.4 excessive movement or subsidence;
- 2.5.1.5 inaccurate, inadequate or insufficient designs, drawings, dimensions or other information provided to or omitted to be provided to Saint-Gobain Weber and/or the Installing Contractor,
- 2.5.2 in respect of fissures or cracks of a minor nature which occur as part of the normal drying-out process;
- 2.5.3 in respect of any failure of the installed System to achieve calculated U-value[s];
- 2.5.4 in respect of any products, materials or components other than the Materials/Components ("Third Party Products") or in respect of the interface between any such Third Party Products and the Materials/Components;
- 2.5.5 in respect of any project-specific alterations to Saint-Gobain Weber's generic System design;
- 2.5.6 in respect of the appearance of the finish.
- 2.6 This Guarantee is issued severally and consequently:
 - 2.6.1 Saint-Gobain Weber shall have no liability for a breach of the warranty given by the Installing Contractor under clause 1.2 above or for the incorrect application or installation of the Materials/Components; and
 - 2.6.2 the Installing Contractor shall have no liability for a breach of the warranty given by Saint-Gobain Weber under clause 1.1 or for any defective Materials/Components.

3 Conditions

- 3.1 This Guarantee and Saint-Gobain Weber's and the Installing Contractor's liability under it are subject to satisfaction of the following conditions:
 - 3.1.1 The Materials/Components have been:
 - 3.1.1.1 purchased by the Installing Contractor solely from, and as specified by, Saint-Gobain Weber; and
 - 3.1.1.2 used solely in connection with the Project and the System.
 - 3.1.2 The Materials/Components have been stored, handled and maintained correctly and in accordance with any printed guidelines, instructions or recommendations provided by Saint-Gobain Weber and/or the Installing Contractor.
 - 3.1.3 No other materials or substances have been incorporated in or applied to the Materials/Components or the System without Saint-Gobain Weber's prior written consent.
 - 3.1.4 Neither the Materials/Components nor the System have been altered, modified or repaired without Saint-Gobain Weber's prior written consent.
 - 3.1.5 The term of this Guarantee has been agreed and confirmed in writing by Saint-Gobain Weber prior to commencement of the supply of the Materials/Components.
 - 3.1.6 All sums due and payable to Saint-Gobain Weber in respect of the supply of the Materials/Components and all sums due and payable to the Installing Contractor in respect of the application and installation of the Materials/Components have been paid in full.
 - 3.1.7 Saint-Gobain Weber is notified in writing by the Beneficiary of the likelihood of a claim under this Guarantee within 14 days of the date on which the Beneficiary ought

reasonably to have been aware that it might be entitled to make a claim under this Guarantee.

- 3.1.8 Saint-Gobain Weber and/or the Installing Contractor (as appropriate) is given the opportunity to inspect the Materials/Components in question within 28 days of the date on which a claim is notified under this Guarantee and Saint-Gobain Weber and/or the Installing Contractor (as appropriate) is subsequently given the opportunity to carry out the work referred to in clause 2.1 above.
- 3.1.9 The claim under this Guarantee is notified to Saint-Gobain Weber in writing by the Beneficiary on or before the Expiry Date.
- 3.2 Saint-Gobain Weber's liability under this Guarantee is subject to satisfaction of the following conditions:
 - 3.2.1 The Materials/Components have been mixed, applied and installed by the Installing Contractor:
 - 3.2.1.1 with reasonable skill and care; and
 - 3.2.1.2 in accordance with best industry practice and any printed guidelines, instructions or recommendations provided by Saint-Gobain Weber.
- 4 Extraneous rights of a consumer**
 - 4.1 To the extent that the Beneficiary is a "consumer" as defined in the Consumer Rights Act 2015, nothing in this Guarantee shall affect the Beneficiary's statutory rights.
- 5 Governing law and jurisdiction**
 - 5.1 This Guarantee is subject to the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction in the event of dispute or claim arising in relation to this Guarantee.

Saint-Gobain Construction Products UK Limited trading as Saint-Gobain Weber

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