

Euroclad Group Limited

XX Year Eurobond Panel Warranty

Customer
Project

Specification

DRAFT

Issue Date: xx xx xxxx

Warranty coverage includes the Rainspan panel and the connection with the secondary support using the specified fastener but does not include the rain screen or secondary support

EUROCLAD GROUP BOND & WARRANTY TERMS AND CONDITIONS

The following are the limitations and obligations related to the Euroclad Group Bond & Warranty for its range of insulated wall panel products when fitted fully in accordance with Euroclad Group recommendations and details. Euroclad Group Bond & Warranty covers structural performance, environmental impact and product durability.

1.0 Definition and explanation

- 1.1 **“Building Owner”** means the legal entity which holds the title to the Building;
- 1.2 **“Building”** means the building described in the ‘building location’ section of the Registration Form;
- 1.3 **“Buyer”** means the person who accepts a quotation from Euroclad Group for the sale of the Goods or whose order for the Goods is accepted by Euroclad Group;
- 1.4 **“Coastal Sites”** means any Building located within 1 kilometre of a lake or coast;
- 1.5 **“Force Majeure”** means any cause beyond Euroclad Group’s reasonable control, including without limitation Act of God, explosion, flood, fire or accident, war, terrorism, civil disturbance, change in law, acts, regulations, or measures of any kind on the part of any governmental, parliamentary, or local authority, strikes, or other industrial action, difficulties in obtaining raw materials, labour fuel, parts or machinery, power failure or breakdown of machinery;
- 1.6 **“General Terms and Conditions of Sale”** means Euroclad Group’s general terms and conditions of sale valid on the date of delivery of the Goods to the Buyer or any other agreement for the sale of Goods by Euroclad Group to the Buyer.
- 1.7 **“Goods”** means the insulated panels set out in the ‘product description’ section of the Registration Form specifically for the Building;
- 1.8 **“Euroclad Group”** means Euroclad Group Limited Wentloog Corporate Park, Cardiff CF3 2ER registered in England and Wales under number 01502586;
- 1.9 **“Inland Sites”** means all Building locations except for Coastal Sites;
- 1.10 **“Specification”** means the specification of the Goods set out in the technical documentation accompanying the Goods;
- 1.11 **“Writing”** constitutes facsimile transmission, electronic mail and letter;
- 1.12 **“Bond & Warranty”** and **“Warranty”** means the warranty set out in clause 2;
- 1.13 **“Warranty Period”** means:
 - (a) for Goods at Inland Sites, the period of XX years from the date the Goods were delivered to the Building; and
 - (b) for Goods at Coastal Sites, the period of XX years from the date the Goods were delivered to the Building.

2.0 Warranty:

- 2.1 Subject to the provisions of these Terms, Euroclad Group warrants, to the Buyer prior to installation and the Building Owner post installation, that the Goods, for the duration of the Warranty Period, will:
- (a) conform to the Specification under which they are sold or if no Specification accompanies the Goods conform to the product information supplied or as otherwise confirmed to the Buyer in writing;
 - (b) not require additional protective treatments other than those specified in Euroclad Group's inspection and maintenance guide (which is provided with the Goods).

3.0 Conditions

Euroclad Group shall be not be liable for breach of the Warranty unless:

- 3.1 A completed Registration Form has been received by Euroclad Group Ltd.
- 3.2 All answers provided by the Buyer in the Registration Form are correct and accurate in all respects.
- 3.3 The Buyer has complied with all of its obligations (including but not limited to its payment obligations) in the General Terms and Conditions of Sale.
- 3.4 The Goods have been transported, stored, installed and treated expertly and in accordance with Euroclad Group's recommendations.
- 3.5 The Goods' installation and construction of the Building shall be in compliance with any instructions provided by Euroclad Group both orally and in writing and always in compliance with the building requirements in force at the Building and/or site of the project as well as good building practice.
- 3.6 The construction shall be such that water will not penetrate the Goods.
- 3.7 Fixing and sealing materials suitable to the environment and circumstances have been used for the construction and installation.
- 3.8 Where a coating warranty is available direct from the manufacturer of the panel skin material, then this must be in place and copied to us.
- 3.9 The Goods are inspected and maintained in accordance with TATA Steel Inspection and Maintenance guide and a record of inspection and maintenance is kept.
- 3.10 An annual inspection of the Goods is carried out by the Building Owner, at their own expense, and a written report of such inspection provided to Euroclad Group within 14 days of each annual inspection on the form available on request from Euroclad Group or available to download from the Euroclad Group website.

- 3.11 Following the submission of an annual inspection report pursuant to clause 3.10, the Building Owner (at its sole expense) implements any preventative maintenance recommended in writing by Euroclad Group Ltd to Euroclad Group's satisfaction within 4 weeks of the date of such recommendation by Euroclad Group.

4.0 Notification

Euroclad Group shall be not be liable for breach of the Warranty unless:

- 4.1 The Buyer gives written notice to Euroclad Group of any alleged defect or damage to the Goods as soon as practicable but in any event within 14 days of the identification of any defect or damage including a description of the defect or damage and a failure of the Goods to meet the Warranty.
- 4.2 The Buyer gives Euroclad Group or its agents a reasonable opportunity after receiving the notice described in clause 4.1 of examining the Goods.

5.0 Exclusions:

Euroclad Group shall not be liable for any breach of the Warranty if defects, damage to, or failure of to the Goods result from:

- 5.1 Damage to the Goods during storage, transport, installation or fabrication.
- 5.2 Exposure of the Goods to harmful fumes, chemicals or gases from either man made or natural sources.
- 5.3 Deterioration of the Goods as a result of direct or indirect contact with corrosive materials.
- 5.4 The Goods making contact with sea spray without subsequent washing being undertaken within a reasonable time.
- 5.5 Wilful act or negligence.
- 5.6 The performance of any over paint or touch-up paint applied to the Goods before, during or after installation.
- 5.7 Natural wear and tear of the Goods.
- 5.8 Mechanically caused damage to the Goods, during installation and use of premises, structural failures or collapse by settling or distortion of the Building or adjacent surfaces.
- 5.9 Damage to the Goods from standing water or water penetration.
- 5.10 Damage to the Goods caused by third parties.
- 5.11 Damage to the Goods resulting from design defect of the Building or faulty installation.

- 5.12 Any drawing, design or specification supplied by the Buyer or Building Owner.
- 5.13 Abnormal working conditions.
- 5.14 Misuse of the Goods.
- 5.15 Failure to follow Euroclad Group written or oral instructions in respect of the Goods.
- 5.16 Where such defects, damage to or failure of the Goods are covered by other warranties available to the Buyer or Building Owner.
- 5.17 Force Majeure.

6.0 Termination

Euroclad Group shall not be liable and the Warranty and these Terms shall automatically terminate if:

- (a) the Building has not been registered with Euroclad Group within 3 months of handover of the Building to the Building Owner or within 6 months of supply of the Goods.
- (b) any addition to, alteration or repair of the Goods is carried out without Euroclad Group's prior written approval.
- (c) the Building or structure upon which the Goods are installed is used for any purpose which is materially different from that advised to Euroclad Group at the time that the Buyer purchased the Goods.
- (d) the Building Owner has not complied with clauses 3.10 or 3.11

7.0 Repair or Replacement

- 7.1 Subject to these Terms, if any of the Goods do not conform with the Warranty in clause 2 Euroclad Group shall at its option and without charge to the Buyer or Building Owner repair or replace such Goods (or the defective part) to conform with the Warranty for the remainder of the Warranty Period.
- 7.2 Euroclad Group in its sole discretion may ascertain appropriate measures to support suitable restoration.
- 7.3 Euroclad Group's duty under these Terms is restricted solely to the cost of labour and material for restoring the defective Goods in order to meet the remainder of the Warranty Period.
- 7.4 If Euroclad Group complies with clause 7.1 it shall have no further liability for a breach of any of the Warranty in clause 2 in respect of such Goods.
- 7.5 Any Goods replaced will belong to Euroclad Group Ltd.

- 7.6 Subject as expressly provided in this Terms, all warranties, conditions or other terms implied by statute or common law are to the fullest extent permitted by law, excluded from these Terms.
- 7.7 Euroclad Group excludes all liability for loss of profits, business revenue, business contracts, goodwill or anticipated savings and all consequential and indirect loss or damage.

8.0 **Obligations of Third Parties**

This Warranty does not:

- 8.1 Relieve building designers of their duty to design details in accordance with recommended good practice or of their duty to make proper inspection of the construction work.
- 8.2 Relieve Building Owners of their duty to carry out preventative maintenance of the building fabric.
- 8.3 Relieve sub contractors employed by the Building Owner, of their duty to install the Goods in a correct, safe and workmanlike manner in accordance with the installation procedures as provided by Euroclad Group as well as any on-site guidance given by Euroclad Group during the installation process.

9.0 **General**

- 9.1 Any dispute arising under or in connection with these Terms or Warranty shall be referred to arbitration by a single arbitrator appointed by agreement or if the parties cannot agree within a reasonable time a single arbitrator nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators in accordance with the rules of that Institute but any decision given by such arbitrator will be in accordance with clause 7 of these Terms.
- 9.2 Provided that within 14 days of any sale, assignment or other transfer of the building Euroclad Group is given written notice of the new owner's or tenant's details, Euroclad Group will permit this Warranty to be transferred on these Terms to the new building owner.
- 9.3 Any notice required to be given to the Building Owner or buyer under these Terms shall be in writing addressed to them at the address provided in the Registration Form. Any notice required to be given to Euroclad Group shall be in writing addressed to the following address.
- 9.4 Except for Euroclad Group Ltd, the Buyer and Building Owner, no party may enforce or benefit from any of these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.5 This Agreement shall be governed by the laws of England and Wales.