

ElitePLUS Systems Guarantee

Your **ElitePLUS System** is guaranteed to provide a minimum useful life of 25 years for each and every component supplied by Euroclad and installed in the system.

The cover provided is as described in the guarantee documents published by the relevant manufacturer and bound into this folder together with terms & conditions.

The Guarantee promises that the System supplied:

- includes material that is and will remain fit for purpose for a minimum of 25 years
- will achieve the published structural and acoustic performance when installed correctly and in compliance with the Installation Manual provided
- includes materials that are recyclable following demolition
- includes material or components manufactured under Quality Assured systems conforming to ISO 9001:2015 to ISO 14001:2015 Environmental Standards and Responsibly Sourced to BES 6001.

The Guarantee does not cover:

- materials not supplied by Euroclad or its approved Elite partners
- the workmanship and detailing provided by the installing contractor
- any damage following delivery
- consequential loss howsoever arising.

The cover provided by the Guarantee is fully described in the Terms and Conditions appended.

ElitePLUS Systems Guarantee

Euroclad ElitePLUS 25 Year Guarantee

Reference Number: **000000**

Dated: **27 January 2021**

This Guarantee relates to the ElitePLUS system which has been manufactured and supplied by Euroclad Group Ltd ("Euroclad") of Wentloog Corporate Park, Cardiff, CF3 2ER, pursuant to Euroclad's works order No: DRAFT COPY dated 00 Month 0000 and is subject to the terms and conditions.

Euroclad guarantees that the materials forming the ElitePLUS system are and will remain reasonably fit for their intended purpose for a period of 25 years from installation.

Euroclad guarantees that the components of the ElitePLUS System have been manufactured and supplied in accordance with the appropriate Compex standards applicable at the date of its manufacture or supply in respect of quality, temper, gauge, shape, physical and geometric qualities, thermal and acoustic insulation properties and strength for the use stated in the Order. Euroclad's manufacturing tolerances comply with those laid down by the Construction Products Regulation requirements for CE marking.

Euroclad's liability for breach of this Guarantee is limited exclusively to the cost of replacement or repair at Euroclad's sole discretion, of any goods and/or materials incorporated in the system. Consequential loss is excluded. If any part of the System is replaced the beneficiary of this Guarantee shall pay the costs of any additional work reasonably necessary to ensure that such replacement work is effective, such work being assessed solely by Euroclad.

ElitePLUS Systems Guarantee

Euroclad ElitePLUS 25 Year Guarantee

Building Owner DRAFT COPY

Address DRAFT COPY

Postcode DRAFT COPY

Site Name DRAFT COPY

Address DRAFT COPY

Postcode DRAFT COPY

Main Contractor DRAFT COPY

Address DRAFT COPY

Postcode DRAFT COPY

Sub-Contractor DRAFT COPY

Address DRAFT COPY

Postcode DRAFT COPY

Architect DRAFT COPY

Address DRAFT COPY

Postcode DRAFT COPY

Elite System(s) DRAFT COPY

Building use DRAFT COPY

Guarantee Commencement
Date 00 Month 0000

ElitePLUS Systems Guarantee

Guarantee Limitations - Terms and Conditions

1. Euroclad's liability under this Guarantee for the goods and/or materials incorporated within the Elite System shall be limited to the liability that the manufacturer or supplier of such goods and/or materials has to Euroclad.
2. Euroclad reserve the right to limit the guarantee period where project specific internal or external environmental conditions only enable a statement of performance for specified materials.
3. There shall be excluded from this Guarantee without limitation:
 - (a) any damage arising out of, or the effects of, detailing and/or workmanship on the part of the Contractor installing the system;
 - (b) the effects of storm damage and the like;
 - (c) any material change in the goods or materials incorporated in the Elite System arising out of or in connection with an internal humidity class and/or external atmosphere not identified at the time of the order;
 - (d) any damage arising out of the use, in conjunction with the Elite System, of components not previously approved by Euroclad;
 - (e) any damage arising out of, or the effects of, exposure to harmful liquids, substances, chemicals, gases, radiation, wet, green or treated timber and/or internal or external stresses for which the Elite System has not been designed;
 - (f) any damage arising out of, or in connection with, or the effects of, any touch-up paint/lacquer or varnish, over paint or repair components during or after the installation of the Elite System, except where sanctioned in writing by Euroclad;
 - (g) any damage arising out of, or in connection with, or the effects of, ponding on either side of the weathering sheet;
 - (h) damage arising out of misuse of the Elite System and/or wilful acts and/or negligence;
 - (i) any damage arising out of unloading, transportation and/or storage of the Elite System prior to its installation;
 - (j) any damage arising out of contact with wet, green or treated timber and/or any corrosive elements (including metals) which induce galvanic corrosion;
 - (k) damage caused by any attachment, alteration, extension, modification, re-erection repair or maintenance work made to the Elite System without the prior written approval of Euroclad and in the event of such approval being given, not carried out by a party approved by Euroclad;
 - (l) any damage arising out of, or the effects of, exposure of the Elite System to continuous temperatures greater than 60 degrees centigrade or less than minus 20 degrees centigrade;
 - (m) fair wear and tear.

Guarantee Limitations - Terms and Conditions

4. This Guarantee is subject to:
 - (a) registration of the TATA Confidex Guarantee by the owner with TATA Steel within three months completion of the works in which any TATA Colorcoat HPS200 Ultra or Colorcoat Prisma materials are incorporated into the Elite System. Failure for whatever reason to register the TATA Confidex Guarantee in accordance with this paragraph will render the coating performance of no effect.
 - (b) compliance in full by the beneficiary with the terms and conditions set out in the Order, including terms and conditions relating to payment;
 - (c) in the event of a claim, Euroclad being given reasonable and sufficient access to the Elite System to carry out inspections and/or investigations and/or repairs and/or reinstatement thereof.
5. This Guarantee is not assignable without Euroclad's consent.
6. Any notice given under this Guarantee must be delivered to Euroclad's principal office presently at Wentloog Corporate Park, Wentloog Road, Cardiff, CF3 2ER by recorded delivery post.
7. Euroclad and the beneficiary agree that, if any terms of this Guarantee purport to confer a benefit on any person who is not a party to this Guarantee, then those terms shall not be enforceable by such person.
8. If any terms and conditions of this Guarantee are not legally enforceable, then the legally unenforceable terms and conditions shall not in any way affect the applicability of the remaining terms and conditions.
9. The law of England and Wales shall apply to this Guarantee.
10. All disputes arising out of and in connection with this Guarantee shall be subject to the exclusive jurisdiction of the courts of England and Wales.
11. Nothing in these terms and conditions shall impact on the statutory rights of any party.

Definitions

1. Where the term Elite Systems is used it is deemed to cover Elite LG, Elite and ElitePLUS specifications.
2. Installation. This is deemed to include: GA and detailed drawings, All schedules, Methods of working, On site construction of any kind, Testing and/or commissioning.
3. Storm: A storm is defined as any exceptional weather condition, including localised phenomena such as a tornado, and defined as such by the local meteorological office.
4. Consequential loss: This includes any indirect or consequential loss or damage of any kind including loss of income, business, profit, contract, depreciation of goods or goodwill or any other economic loss.

5. The un-loading etc. listed in clause 4 (i) is any material handling subsequent to the delivery. Any damage or shortages in or to any delivery must be reported, in writing, to Wentloog within 48 hours of arrival.

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ElitePLUS Systems Guarantee

Guarantee Transfer

To transfer the Elite System Guarantee for the building, please complete all of the sections below.

Please note that the transfer cannot be processed without all of the necessary information.

Guarantee Number

Name of new owner

Address of new owner
(if different from address of
building)

Date ownership changed

Contact details - To help effect the transfer quickly and accurately, please provide the name and contact number of the person completing this form.

Name

Telephone number

Completed forms should be sent by either of the following options:

Post: Euroclad Group Ltd, Wentloog Corporate Park, Cardiff CF3 2ER.

Fax: 029 2201 0122