

Certificate of 10 Year Warranty

M. R.

M.R. Swistherm EWI System

Building Owner:
Building Address:
Building Structure used for:
Meterage:
Number of Storeys:
M.R. Swistherm System Summary Details:
M.R. Registered Contractor:
Warranty valid for 10 years from: (Commencing midnight - following which period this Warranty shall be null and void)
Certificate No:

SPECIMEN

This warranty is subject to the terms and conditions set out in this document.

Signed:

(Managing Director)

Date of Signature:

Terms and Conditions

1. Alumasc offer this Ten Year Warranty in respect of its liability and that of the Contractor to the Customer in respect of damage to the building structure of the Premises caused by defects in the Alumasc M.R. Swistherm including the cost of repairing defective Alumasc M.R. Swistherm installed at the Premises by the Contractor. For the purposes of this Ten Year Warranty the building structure means that part of the Premises to which the Alumasc M.R. Swistherm is directly affixed.
2. The Ten Year Warranty is subject to the following limits:-
 - (a) [£250,000] in respect of any claim arising out of any one occurrence of damage.
 - (b) [£1,000,000] in total for all claims (whether by the Customer or by any other person under Warranties similar to this one and whether in relation to the Premises or to any other address) in respect of damage occurring during any one year (a year being 1st July to 30th June of the following calendar year).
3. Alumasc will not be liable under this Ten Year Warranty in any of the following circumstances:-
 - (a) If the Customer fails to notify Alumasc and the Contractor in writing of its claim as soon as possible but in any event within 7 days of discovery of any defect in the Alumasc M.R. Swistherm or the occurrence of the damage to the building structure.
 - (b) If Alumasc has not received full payment for the supply of the Alumasc M.R. Swistherm.
 - (c) If the Alumasc M.R. Swistherm or any part of it or the building structure to which the Alumasc M.R. Swistherm is affixed has been or is exposed to abnormal or inappropriate loading from any cause.
 - (d) If work is carried out by way of repair, alteration or extension to any part of the Alumasc M.R. Swistherm or the building structure to which the Alumasc M.R. Swistherm is affixed without the prior written approval of Alumasc (other than reasonable emergency repairs to prevent damage or further damage occurring). Such approval, if given, shall be for the purposes of this Ten Year Warranty only and shall not be taken to indicate that Alumasc either recommend or approve the work or that they have advised it is required, adequate or appropriate.
 - (e) If the loss or damage which is the subject matter of a claim is caused by:-
 - (i) Defects, deficiencies or movement in the building structure to which the Alumasc M.R. Swistherm is affixed.
 - (ii) Defects apparent or reasonably apparent at the time of completion of the installation of the Alumasc M.R. Swistherm by the Contractor.
 - (f) 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 Alumasc forthwith upon it becoming reasonably apparent that circumstances exist which are likely to give rise to a claim hereunder.
 - (g) If the Premises have been used for any purpose other than the Purpose.
 - (h) If the Contractor fails to observe the specification issued or approved in writing by Alumasc in relation to the installation of the Alumasc M.R. Swistherm.
 - (i) If the Contractor has not followed the requirements of the Alumasc M.R. Swistherm Quality Assurance scheme and completed all documentation in relation thereto.
 - (j) If (but only to the extent that) the damage, loss or injury which is the subject matter of a claim is the result of fire, flood other than flooding resulting from the failure of the waterproofing, earthquake, lightning, wind speeds in excess of the design criteria stated in CP3 chapter V, collapse, subsidence, vibration, weakening or removal of support, accidental or deliberate damage howsoever caused, defective 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 explosive nuclear assembly or nuclear component thereof or pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. The Ten Year Warranty does not cover installations of Alumasc M.R. Swistherm outside England, Wales and Scotland.
5. This Ten Year Warranty may be assigned by the Customer to a purchaser or tenant of the Premises provided that Alumasc is notified in writing of such assignment and agrees in writing thereto prior to the assignment.
6. For the purposes of this Ten Year Warranty notification in writing shall be effected by sending the notice by recorded delivery post to Alumasc at its registered office or any other such address as may be required by Alumasc giving written notice of the same to the Customer.
7. This Ten Year Warranty or the terms hereof may not be amended or varied without the written consent of a Director of Alumasc.
8. This Ten year Warranty shall be governed by and construed in accordance with English law save where the Premises are in Scotland, in which event this Ten Year Warranty shall be governed by and construed in accordance with Scots law.
9. If the Customer is a consumer and is not acquiring the Alumasc M.R. Swistherm for business or commercial premises, this Warranty does not affect the Customer's statutory rights.