

# 15 YEARS <sup>®</sup> Warranty

## Cembrit Plank

This serves to document that Cembrit Limited offers a Cembrit Warranty of 15 years

---

### **The Cembrit Warranty**

is a special product warranty comprising the Cembrit Products delivered by Cembrit Limited to the distributor from 1 January 2017 and listed on the following pages.

### **The Cembrit Warranty**

is a safeguard for the according owner of the property for which the Cembrit Products are used. If the property is handed over to a different owner, this new owner is then safeguarded by the warranty.

### **The Cembrit Warranty**

does not affect the legal rights of the owner. The warranty ensures that, up to 15 years upon delivery of the Cembrit Products to the distributor of Cembrit Limited, Cembrit Limited is liable for defects existing when the Products were delivered to the Product distributor by Cembrit Limited. The warranty applies if the Products are stored, installed, used, and maintained in accordance with the guidelines and instructions of Cembrit Limited – see under [www.cembrit.com](http://www.cembrit.com).

### **The Cembrit Warranty**

makes Cembrit Limited liable for defects existing when the Products were delivered to the distributor by Cembrit Limited. If an original defect was found within the warranty period, Cembrit Limited undertakes, to remedy the defect in accordance with the warranty conditions listed on the following pages.

### **The Cembrit Warranty**

applies without issuing a warranty note. The warranty applies automatically as soon as the Cembrit Products have been delivered to the distributor of Cembrit Limited.

# 15 Years Warranty

---

## Warranty

### 1. Warrantor

- 1.1 This warranty is issued by Cembrit Limited (Company Registration Number 1968377), Cembrit Ltd Head Office, Studio 39, Thames Innovation Centre, 2 Veridion Way, Erith, Kent DA18 4AL.

### 2. Products comprised by the warranty

- 2.1 This warranty comprises Cembrit Planks, Cembrit Panels and Cembrit FC Trim, delivered by Cembrit Limited to the distributor of Cembrit Limited after 1 January 2017 and used on building sites in the United Kingdom of Great Britain and Northern Ireland. The products are hereinafter referred to as "Products".

### 3. Warranty

- 3.1 This warranty may be claimed by the applicable owner of the Products regardless of it being a physical or artificial person. The person able to claim the warranty is hereinafter referred to as the "Owner".

### 4. Warranty scope of coverage:

- 4.1 This warranty is supplementary to the legal rights of the Owner.
- 4.2 If the Owner, taking into account the claim period stated under point 5, can prove that the applicable Products had original defects in line with the points 4.3 and 4.4, Cembrit Limited, at its own discretion, undertakes to either
- (a) reimburse the Owner for up to twice the original retail cost of the defective portion of the Product or
  - (b) redeliver the applicable Products or
  - (c) repair the defects of the applicable Products.
- The warranty may not be extended to comprise Products free of defects that may have been delivered together with the defective Products.
- 4.3 An original defect is assumed to exist if the defect existed when the Product was delivered by Cembrit Limited to the distributor of Cembrit Limited. Defects are defined as any deviation from the general term "satisfactory quality" of the Sale of Goods Act 1979 and/or the Consumer Rights Act 2015 (as applicable), and the Owner waives any rights to any warranty or definition of satisfactory quality applicable under any law but the Sale of Goods Act 1979 and/or the Consumer Rights Act 2015 (as applicable). The examination must take account of the duration of the application of the Product and whether the function and appearance of the Product have been affected by weather conditions. Colour changes and wear of the colour may occur and changes in colour and wear of the colour only appearing more than 3 years after the Product's use, are assumed to be a result of weather conditions and do therefore not constitute rights to damages by Cembrit Limited. Salt efflorescence/lime depositing and similar phenomena of cement-based products are naturally occurring phenomena and are not assumed to be a Product defect.
- 4.4 Cembrit Limited is under no conditions liable for subsequent defects or damages, including defects and damages occurred in connection with transportation, storage, installation, assembly or application, as well as non-adherence to the instructions developed by Cembrit Limited.
- 4.5 The warranty covers only defects listed under the points 4.2 and 4.3. Any other losses resulting from the original defect including, but not limited to, removal of the defective Products, replacement of the Products other than by Cembrit Limited, downtime, loss in income as well as time, and other losses, are

# 15 Years Warranty

---

not covered. Personal injuries and damage to property are not covered by this warranty.

## 5. Claims and period of limitation

- 5.1 The Owner shall inform Cembrit Limited about original Product defects which are found, or should have been found, in writing within a reasonable timeframe, and in no event any later than 6 months after the Owner's discovery or knowledge of the defect. And no later than 15 years after the Products have been delivered by Cembrit Limited to the distributor of Cembrit Limited.
- 5.2 The claim is raised by contacting Cembrit Limited and stating the product type, number of products, reason for the claim and if possible, the production number. The claim may be raised by using a service report developed by Cembrit Limited to be obtained from the distributor of the Cembrit Limited Products. Subsequently, Cembrit Limited is entitled to examine the applicable Product. If Cembrit Limited is prohibited from examining the Product, the claim is refuted and the defect or error is not covered by the warranty according to point 4.2.
- 5.3 The liability of Cembrit Limited in accordance with this warranty comprises original defects claimed by the Owner vis-à-vis Cembrit Limited within 15 years after delivery of the applicable Product to the distributor of Cembrit Limited. Subsequently, the warranty is voided.

## 6. Disputes

- 6.1 This Warranty is governed by and construed under English law. Any dispute arising from or in relation to this Warranty shall be subject to the exclusive jurisdiction of the courts in England and Wales.