

RUBEROID

15 YEAR GUARANTEE

The roof waterproofing membranes (the 'Membranes') manufactured by Ruberoid Building Products Ltd (Ruberoid) and installed on the roof of the Building by the Contractor are guaranteed against defects for a period of fifteen years from the date hereof and subject to the terms and conditions set out overleaf.

THE ROOFING CONTRACT DETAILS

The Building Owner

The Building/Roof

Details of Roofing Works

Date of Completion

The Contractor

Address

Specimen

Signed _____
(For and on behalf of the Contractor)

Date _____

Signed _____
(For and on behalf of Ruberoid)

Date _____

RUBEROID

15 YEAR GUARANTEE TERMS AND CONDITIONS

- 1 The Contractor undertakes to the Building Owner that the Membranes will not lose their waterproofing properties due to incorrect laying or defective workmanship and that, during the period of this undertaking, the Contractor will remedy any failure of the Membranes by repair or replacement in order to restore the waterproofing integrity thereof at his own cost.
- 2 For the avoidance of doubt the undertaking set out in paragraph 1 above shall not be deemed to include defects in the Membranes caused during the course of manufacture.
- 3 Ruberoid undertakes to the Building Owner that the Membranes will not lose their waterproofing properties due to manufacturing defects in the Membranes and that, during the period of this undertaking, Ruberoid will remedy any defects shown to its reasonable satisfaction to have been caused during the manufacture of the Membranes by repair or replacement in order to restore the waterproofing integrity thereof at its own cost.
- 4 The undertaking set out in paragraph 3 above shall not include any defects caused by damage arising after the Membranes have left Ruberoid's factory or by incorrect laying or defective workmanship. Membrane installation to be in accordance with BS8217: 1994 Code of Practice for Built-Up Felt Roofing (formerly CP144 Part 3).
- 5 The undertakings on the part of the Contractor and Ruberoid contained herein are conditional upon the following:-
 - a. Notification in writing to Ruberoid and the Contractor specifying the alleged defect or defects within 7 days of discovering the same;
 - b. An opportunity being given to the Contractor and Ruberoid to have access to the roof of the Building at all times during the term of this undertaking for the purposes of inspection;
 - c. Proper maintenance of the roof of the Building in accordance with Clause 27 of BS6229: 1982;
 - d. No alterations or repairs having been made to the Membranes except by the direction or with the express consent of the Contractor and Ruberoid provided, however, that emergency repairs may be made to the roof if necessary to protect property from damage, the Contractor and Ruberoid not being responsible for any damage resulting from such repairs; and
 - e. In respect of Ruberoid undertaking, the installation of the Membranes in accordance with the specification of Ruberoid.
- 6 This undertaking replaces (so far as permitted by law) all other representations, warranties or conditions, express or implied, statutory or otherwise, including, without limitation, any warranty of merchantability or fitness for a particular purpose.
- 7 Without prejudice to the generality of the foregoing, the following are hereby specifically excluded from this undertaking:-
 - a. Liability from any damage resulting from defects in or damage from any cause to the roof substrate and/or building structure or defects in the flashing surrounding the surface covered by the Membranes.
 - b. Liability in respect of damage caused by lightning, fires, storms and other abnormal weather conditions, acts of God, or deterioration or damage attributable to any cause other than abnormal weather conditions.
 - c. Liability for any damage caused by traffic of any nature on the roof or use of the roof as a storage area.
 - d. Liability for any other damage howsoever caused (save as expressly set out herein).
 - e. Liability for indirect, consequential or incidental damage.
- 8 Payment for the materials and contract/sub contract works of which the works form part must have been made in accordance with the terms of the contract/sub contract.
- 9 The liability under this Guarantee shall not exceed the contract price.
- 10 The undertakings given herein are limited in the case of the Contractor to that set out in paragraph 1 above and in the case of Ruberoid to the undertakings given in paragraph 3 above.
- 11 The contractor and Ruberoid each undertake to the other to fulfil the undertakings respectively given in paragraphs 1 and 3 above.
- 12 Insurance: This guarantee of Ruberoid Roofing has the support of products liability cover for a sum in excess of €10,000,000.