

# 25 YEAR MATERIAL INSURANCE BACKED GUARANTEE

TN Product: \_\_\_\_\_

Description of Works: \_\_\_\_\_

Building: Owner \_\_\_\_\_

Owners Building: \_\_\_\_\_

Owners Building address: \_\_\_\_\_

Roof Area / m<sup>2</sup>: \_\_\_\_\_

Installing Roofing Contractor: \_\_\_\_\_

Installing Roofing  
Contractor Address: \_\_\_\_\_

Practical Completion Date: \_\_\_\_\_

This warranty certificate is issued by TECHNONICOL to the Building Owner (“Owner”) in respect to the TN Branded Materials supplied by TECHNONICOL (“Materials”) applied to the Owner’s building (“Building”) and forming the TN system (“System(s)”) detailed above.

TECHNONICOL will, subject to the terms of this guarantee, and for a period of 25 years from the Practical Completion Date, against failure of the Materials in the System(s).

This Guarantee is given subject to the Materials having been applied by the Installing Contractor (“Contractor”) as identified above and provided that the Materials have been applied strictly in accordance with TECHNONICOL recommendations and any other applicable instructions issued by TECHNONICOL including but not limited to Project Specifications, System Data Sheets, Technical Data Sheets and Application Guidelines.

**Signed on behalf of TECHNONICOL**

**Date:**

## TERMS & CONDITIONS

TECHNONICOL guarantees to the original 'Purchaser' of the TECHNONICOL materials shall be free from defects in content and composition for a period of 25 years from the original purchase date. This guarantee is subject to the conditions, limitations, and exclusions set below. This does not in any way guarantee the installation of materials or the performance of the applicator. TECHNONICOL liability under this guarantee shall not exceed the cost of replacement materials to the 'Purchaser' and shall be a maximum monetary amount equal to the original cost of the materials to the 'Purchaser'.

To qualify for the guarantee the 'Purchaser' must notify in writing to TECHNONICOL specifying the alleged defect or defects with 5 days of discovering the defect. Notification of a leak by the 'Purchaser' to the TECHNONICOL shall be considered to be the 'Purchasers' authorization for the guarantee or its agents to inspect the roof and if the cause of the leak is found to be outside the scope of the guarantee, the guarantor reserves the right to charge the 'Purchaser' for the cost of the inspection. The 'Purchaser' shall at its sole expense furnish TECHNONICOL and its agents free access to the structure for testing and provide all required scaffolding, staging and rigging. Removal of defective materials and installation of the replacement materials are not included in the guarantee and shall be at the 'Purchasers' sole expense. Any repairs deemed necessary by the guarantor during an inspection of the roof which is the fault of the 'Purchaser' (or its agents, contractors, employees or invitees) must be carried out at the 'Purchasers' expense in accordance with the guarantor's advice and instruction.

## OTHER PROVISIONS

The statement of guarantee shall be deemed to include an assurance by TECHNONICOL to replace all materials manufactured and marketed by TECHNONICOL where the roof fails to remain watertight due to visible defects in the manufactured product as defined in the relevant European Standard.

1. The roof must be designed and installed in accordance with British Standards code of practice BS6229 and BS8217, and or TECHNONICOL recommendations. Failure to comply will invalidate this guarantee.
2. The installation of the waterproofing membrane(s) must be undertaken by a competent person or persons trained in the application of bituminous membrane systems.
3. To take all normal and prudent steps to keep the Roof in a serviceable condition, and implement a regular maintenance and inspection programme in accordance with BS6229 Flat Roofs with continually supported coverings – Code of Practice.

## EXCLUSIONS & LIMITATIONS

1. This guarantee shall not apply to damage to the roof arising wholly or partly from one or more following causes.
  - a) perils commonly treated as insurable risks including but not limited to storms, abnormal weather conditions, lightning, fire, act of god, impact by/from aircraft, malicious damage whether or not the 'Purchasers' is so insured against the occurrence of such perils or
  - b) wind speeds in excess of the appropriate British Standard and/or European Design Guide or
  - c) water entry from adjacent structures or from any part of the building other than the roof structural failures (settling or shifting of the building, movement, cracking, or deflection of the deck or substrate, girders, beams, partitions or foundations) or
  - d) failure of any component of the roof supplied by others including but not limited to flashings, walkways, copings, Roof top units and equipment or
  - e) liability for any damage caused by traffic of any nature on the roof or use of the roof as a storage area,
  - f) the 'Purchasers' failure to comply with its obligations.
2. This guarantee does not cover incidental or consequential damage to the building contents or any part of the building other than the waterproofing membranes.
3. The statement of guarantee is conditional upon the guarantor having been paid in full for all materials supplied by it and to which the said statement relates.

## PURCHASER RIGHTS

1. The benefit of this guarantee (but subject to all its terms) are assignable to any subsequent owner of the Roof provided that notice of such assignment and of the identity of the assignee is given to TECHNONICOL within 5 days of such assignment taking place.
2. This guarantee does not affect any relevant statutory or common law rights of the 'Purchaser' but subject to the rights, supersedes all and any other guarantees, warranties or representations (in each case whether express or implied) which are inconsistent with the terms of this guarantee.