

WARRANTY CERTIFICATE

Contractor Name
and Address:

Warranty Number:

Building Address:

Client:

Roofing Contractor:

Roof Area:

m²

Roof Name

Roofing Membrane:

Material delivery date:

Duration: **20 Years** ☐ System Warranty ☐ Product Warranty

THE WARRANTY

The Warranty covers the materials, set out in the SIG Agreement and Application for Warranty document reference number (the "Materials").

SIG Design & Technology ("SIG"), warranty to the Client that if, within the duration of the Warranty, the Materials prove to be defective, we will repair, or, at our option, pay the reasonable cost of replacement (the "Warranty").



Divisional Managing Director, SIG Design & Technology

Date _____

Warranty Dept. SIG Design & Technology, Mannheim House, Gelders Hall Road, Shepshed, Leicestershire LE12 9NH

Tel: 01509 501738 Fax: 01509 505475

Email: warranties@sigroofing.com Web: www.singleply.co.uk

DT/CERT20/FLAT/VERS.2 09/2019

WARRANTY CERTIFICATE

WARRANTY NUMBER

Warranty Terms and Conditions for FLAT ROOFING PRODUCTS (the "Product")

1. INFORMATION ABOUT US

- 1.1 This Warranty is provided by SIG Roofing ("SIG" or "we"). SIG is a trading name of SIG Trading Limited, a company registered in England and Wales under company registration number 01451007. SIG's registered address is at Adsetts House, 16 Europa View, Sheffield Business Park, Sheffield, S9 1XH, United Kingdom.
- 1.2 You can contact SIG by telephoning our customer service team on 01509 501738 by emailing us at warranties@sigroofing.com or by writing to us at SIG Trading, Mannheim House, Gelders Hall Road, Shepshed, Loughborough, Leics LE12 9NH. Our customer service team is available from Monday to Thursdays 9.00am to 5.00pm and Fridays 9.00am to 4.30pm.
- 1.3 This Warranty is at all times subject to the terms, conditions and exclusions set out below.

2. THE WARRANTY

- 2.1 In the event of a leak developing at the address specified in the Warranty Certificate (the "Property") as a result of defective Products which have been supplied by SIG, SIG will replace the defective Products at no charge to the owner of the Property using materials which have been selected by SIG (the "Warranty").
- 2.2 SIG provides this Warranty for an identified period from the date of installation of the Products at the Property (the "Warranty Period"). Note the warranty period is dependent on the products used – please refer to the warranty certificate.
- 2.3 Certain paragraphs of this Warranty will only apply where the owner of the Property is acting either in the course of a business, trade or profession ("Business Customer") or as an individual consumer ("Non-Business Customer"). This will be clearly signposted in the relevant paragraphs.
- 2.4 Please note that this Warranty does not cover installation of the Products. If there are any issues relating to the installation or use of the Products at the Property, please contact the contractor specified in the Warranty Certificate (the "Contractor") who is responsible for the selection and installation of the Products.

3. WARRANTY CONDITIONS AND EXCLUSIONS

- 3.1 SIG shall not be responsible for any failure of and/or leaks caused by anything other than defects in the manufacture of the Products themselves. Therefore this Warranty does not cover and SIG shall not be responsible for any defects, damage or liability which results from:-
 - 3.1.1 improper storage or handling of the Products;
 - 3.1.2 improper installation of the Products or other accessories (including, but not limited to, circumstances where the Products have not been installed in strict compliance with any relevant standards, good industry practice or any guidelines or instructions issued by SIG and/or the manufacturer of the Products);
 - 3.1.3 repair or alteration of the installed Products where such works are not carried out in accordance with the Product manufacturer's requirements or guidelines issued by SIG;
 - 3.1.4 settlement or structural movement and/or movement of materials to which the Products are attached;
 - 3.1.5 incorrect design of the structure to which the Products are attached;
 - 3.1.6 acts of God and other severe or abnormal weather conditions or natural phenomena (including, but not limited to, hurricanes, tornadoes, floods, lightning, storms and earthquakes);
 - 3.1.7 airborne pollutants (including, but not limited to, acid rain);
 - 3.1.8 contact with petrochemical products and derivatives (including, but not limited to, bitumen, petrol, oil and vegetable oils, or products and derivatives based on any of the same);
 - 3.1.9 any deformation affecting the aesthetic of the Products (including, but not limited to, white rust, discoloration of the Products or other cosmetic defects or any other defects in the Products not damaging their waterproofing integrity, other than a manufacturing defect in the Products which results in perforation);
 - 3.1.10 any defects in the Products caused by excess moisture in a previous or existing roofing system (including, but not limited to, insulation or the associated structure) or by refurbishment projects;
 - 3.1.11 any damage to or defects in the Products resulting from issues or considerations which should have been made apparent by the Contractor, the owner of the Property, or any other third party (such as an architect) during the design process;
 - 3.1.12 the Products not being used solely for the purposes recommended or implied by any or each of the following:
 - (a) any standard specifications set out in any applicable national standards and codes of practice;
 - (b) SIG in its relevant literature; or
 - (c) SIG issuing written specific recommendations;
 - 3.1.13 the owner of the Property failing to maintain the roof to which the Products are attached to relevant British Standards, codes of practice and the Product manufacturer's recommendations;
 - 3.1.14 any other cause which is not attributable to manufacturing defects (including, but not limited to, neglect, abuse or misuse by the Contractor, the owner of the Property or any other third party); and
 - 3.1.15 any matter for which the owner of the Property is insured under a contract of insurance or for which a prudent property owner or occupier would be expected to maintain a policy of insurance.
- 3.2 This Warranty shall only apply where the Products have been delivered and the associated invoices have been paid for in full.
- 3.3 Where the circumstances in paragraphs 3.1.1, 3.1.2, 3.1.5, 3.1.9, 3.1.12, 3.1.13 or 3.2 apply, we would suggest that you contact the Contractor.

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Warranty Terms and Conditions for FLAT ROOFING PRODUCTS (the "Product") Continued

4. OUR LIABILITY TO YOU IF YOU ARE A BUSINESS CUSTOMER

- 4.1 SIG does not exclude or limit its liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other losses which cannot be excluded or limited by applicable law.
- 4.2 Subject to paragraph 4.1, SIG shall not be liable for any economic, indirect or consequential losses.
- 4.3 Subject to paragraphs 4.1 and 4.2, SIG's total liability to you under this Warranty shall not exceed the cost of the repair or replacement of the defective Product.
- 4.4 This Warranty is in place of and, to the extent permitted by law, replaces and excludes all other warranties and conditions whether express or implied by common law, statute, trade practice or otherwise.

5. OUR LIABILITY TO YOU IF YOU ARE A NON-BUSINESS CUSTOMER

- 5.1 If we fail to comply with this Warranty, we are only responsible for loss or damage you suffer that is a foreseeable result of us breaching this Warranty or failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Warranty was issued by us, both we and you knew it might happen.
- 5.2 Please note that this Warranty is in addition to, and does not affect, your legal rights in relation to the Products in the event that they are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6. HOW TO MAKE A CLAIM UNDER THIS WARRANTY

- 6.1 If you wish to make a claim under this Warranty then any defects in the Products must be notified to SIG by telephone (to the number set out above) within 10 days of discovery.
- 6.2 Following notification by telephone, you must also send written confirmation to SIG (at the address set out above) within a further 10 days of the telephone notification and, in any event, not later than the expiry of the Warranty Period. The written confirmation should contain details of your name, the address of the Property and your Warranty Reference Number (which will be set out in your Warranty Certificate).
- 6.3 You must give SIG the opportunity to access and inspect any defective Products before any repairs or remedial works are carried out. A reasonable inspection fee will be charged to cover time and travel which is fully refundable if the leak at the Property is determined to have been caused by defective Products. The amount of the inspection fee will be notified to you in advance.

7. MISCELLANEOUS

- 7.1 The owner of the Property may transfer the benefit of this Warranty to any subsequent owner of the Property, provided that prior consent to the transfer is obtained from SIG in writing. In order to obtain SIG's written consent, any subsequent owner of the Property must inform SIG of the address of the Property, the Warranty Reference Number and the name of the new Property owner. This Warranty will only transfer to the new owner of the Property when SIG has provided its consent to the transfer in writing.
- 7.2 This Warranty is between you and SIG. No other person shall have any rights to enforce any of its terms.
- 7.3 Each of the paragraphs of this Warranty operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 7.4 This Warranty is governed by English law. This means that this Warranty and any dispute or claim arising out of or in connection with it will be governed by English law.
- 7.5 If you are a Business Customer, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Warranty.
- 7.6 If you are a Non-Business Customer, we both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Warranty. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

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General Guidance Note on Maintenance and Care

The roof is definitely one of the parts of the building that bears the greatest stress. Because you do not directly look at it very often, it is poorly neglected when it comes to maintenance and care.

This can not only lead to unwanted consequences for the functional integrity of a roof covering and waterproofing, but may eventually result in a particularly high financial burden for the building owner, which could have been prevented by due care, maintenance and refurbishment.

What conditions impact on the roof?

All materials, including roofing and waterproofing materials, are subject to natural ageing. However, roof areas are particularly exposed to weathering. Chemical and biological impacts from the environment, facilitated by dust and debris, which in turn promote growth of plants, mosses and other detrimental microorganisms, may accelerate the process of natural ageing. Physical loads originating from the use of the building impose additional loads on the roof as a constructional component. Thus, simply forgetting about the pitched roof covering or the flat roof waterproofing once it has been installed will become very expensive and hazardous to the overall building fabric in the long run.

Therefore, by giving to a professional roofing contractor the maintenance and care of the roof you will ensure an extended life of your building.

What may threaten your roof?

Wind, vibrations and movements of the building structure may cause loosening of the roofing materials (tiles, slates, slabs, corrugated sheets, ballast).

Temperature changes (freeze-thaw-cycles in winter; thermal shock in other seasons of the year) corrode the surface as well as the substance of the material, possibly causing cracks and fractures. Mortar becomes brittle. This facilitates the intrusion of water; ice, debris and flying seeds as well as metal corrosion, which in turn accelerates the destruction process.

Obstructing leaves can result in ponding water areas which can turn into slip or wind hazard.

The water-tightness of flashings at roof penetrations, built-in details and adjacent building structures as well as of roof edge trims will be impaired, as will the seam tightness of the membranes installed on the roof area and over movement joints.

From regular inspections to maintenance and care.

The roof covering and waterproofing with all its components should be checked at regular intervals. An expert opinion on the condition of the roof is recommended.

An inspection and maintenance contract with a roofing company is the best solution to this issue.

In particular, the following works should always be carried out:

- Cleaning the gutters and down pipes as well as other drainage components such as rainwater outlets on the roof
- Removal of rough debris from the roof area and from corners and edges in particular
- Cleaning of bulk gravel, in particular, from growing plants and rough debris
- Checking flashings and trims and built-in details
- Paint coating of metal parts
- Replacing damaged roofing material
- Care of roofing membrane surface protection
- Repairing brittle mortar and the like
- Checking wooden parts for pests and decay
- Inspecting the seams on the flat roof
- Inspecting and cleaning roof lights and other lighting elements Visual control of running boards, roof hooks, snow guards and other built-in details

How is it affecting your SIG Design & Technology Warranty?

The building owner is obliged to ensure roof maintenance and care also during the Warranty period for construction works. Failure to do so puts potential Warranty claims at risk.

In case of 20 year Warranty, SIG Design & Technology must have copy of the signed Maintenance Contract and of each inspection report issued by the Roofing Contractor in accordance with the Maintenance Contract.

Repairs and maintenance must be undertaken by a qualified operative in accordance with the manufacturer recommendations, code of good practice and national standards.

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Recommended Maintenance Contract

Maintenance Contract = Security for your flat roof

- regular inspections
- longer roof life expectancy
- damage prevention
- better asset preservation
- contractual agreement
- security for years to come

Additional information concerning the Maintenance Contract for flat roofs:

SIG Design & Technology have provided this example Maintenance Contract as a guide to the maintenance services that we would expect to be carried out.

If the Roofing Contractor and the Client decide to use and enter into this Maintenance Contract each party should ensure that they fully review and understand its terms before signature. This Maintenance Contract only covers commercial issues such as the maintenance services to be performed; it does not address legal issues such as limits or exclusions of liability or rights of termination and the parties should take separate and independent legal advice in respect of these issues.

The Maintenance Contract is entered into between the Roofing Contractor and the Client and SIG Design & Technology shall bear no liability whatsoever to either party in connection with the use of the Maintenance Contract.

SIG Design & Technology, Shepshed, March 2009 (SIG Design & Technology is a Trading Name of SIG Trading Ltd, Adsetts House, 16 Europa View, Sheffield Business Park, Sheffield, S9 1XH, United Kingdom)

SAMPLE

WARRANTY CERTIFICATE

WARRANTY NUMBER

Maintenance Contract - Flat Roof

This Maintenance Contract is entered into on _____
 between the Client _____ of _____ ; and
 the Roofing Contractor _____ of _____

1 - Introduction

Roof areas are in particular exposed to weathering. UV and IR radiation cause ageing. Dust and debris lead to incrustation and may obstruct drainage elements. Flying seeds may produce plants. Specific chemical environmental loads may be detrimental to the roof covering. Through professional maintenance the Client may control the risks arising from these loads, from damage of the supporting structure and from natural ageing of the construction materials.

2 - Area to be maintained

Maintenance shall include the following roof areas: _____
 Approx. size in m²: _____
 Year of construction: _____

3 - Times of Maintenance

A roof area survey is carried out every calendar year:

☐ once in spring; and
☐ for a second time in autumn

Please tick as applicable

During the survey(s) the roof waterproofing will be checked for any defects or damage.

4 - Cost of Maintenance

A flat rate of £ _____ /m², in total £ _____ plus VAT is due for every maintenance service.

5 - Maintenance Services

The flat-rate maintenance includes the following works:

- Cleaning the gutters and downpipes as well as other drainage components such as rainwater outlets on the roof etc.
- Removal of obstructing debris from the roof area and from corners and edges
- Removal of plants
- Visual check of water tightness, in particular, at flashings and trims
- Visual check of the mechanical strength of profiles, ventilation elements, roof lights, trims etc.

Furthermore, the flat-rate maintenance includes smaller repair works such as:

- Rewelding or rebonding seam areas.
- Care of surface protection
- Tightening of profile fixings, mechanical roof light elements etc.
- Repair of small leaks with permanently elastic synthetic materials or by other suitable measures

Smaller repair works included in the flat-rate maintenance must not take longer than three hours.

Date _____
 Client's signature _____

6 - Report and Works

After the roof survey, the Roofing Contractor shall provide the Client a short maintenance protocol as well as a status report on the necessary and recommended repair works not included in the flat-rate maintenance.

The Roofing Contractor shall provide the Client with a cost estimate including a list of the works to be carried out. The Roofing Contractor shall, upon the request of and after prior consultation with the Client, carry out these works as soon as reasonably possible. If these works are to be carried out on an hourly rate basis, the parties have agreed upon the following wage rates per hour:

Skilled operatives:	£ _____
Semi-skilled operatives:	£ _____
Labourer:	£ _____
Travel expenses flat rate up to 50 km:	£ _____
Rates for additional distance	£ _____
The indicated prices do not include VAT	£ _____

7 - Term

This Maintenance Contract shall commence on the date set out above and shall be valid until _____

8 - Variation

Any changes to this Maintenance Contract must be made in writing and signed by both parties.

9 - Assignment

Neither party shall be entitled to assign the benefit of this Contract without the prior written consent of the other party.

10 - Severance

If this Maintenance Contract shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible with the void provisions.

11 - Third Party Rights

A person who is not a party to this Maintenance Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of the terms of this Maintenance Contract.

12 - Governing Law

The parties agree that any disputes arising or in any way connected with the subject matter of this Maintenance Contract (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England.

Date _____
 Roofing Contractor's signature _____