

Eco Roofing Systems Limited Roofing Product Extended Warranty ‘Eco Slate’

– Terms and Conditions –

1. Eco Roofing Systems Limited (“ERS”) warrants to whichever of the Contractor and the Customer is the original purchaser (and to the Customer or any other party to whom the original purchaser transfers ownership as permitted in this document (a “Permitted Transferee”) that the ERS Roofing Product to which this warranty applies is branded as “Eco Slate” sold and purchased in the European Union, collectively referred to in the remainder of this document as the “Product” will be free from manufacturing defects resulting in warping, cracking, splitting, rotting, peeling, flaking and blistering when subject to normal use for a period of fifty (50) years from the date of supply (Delivery Date) of the Product to the original purchaser (the “Warranty Period”).

2. This warranty applies only to manufacturing defects in the Product and does not cover:

2.1. fair wear and tear of the Product;

2.2. any defects or failures in the Product or damage to the Product caused by:

(i) any abuse, misuse or neglect of the Product, including (but not limited to) any improper handling or storage of the Product or any failure to install the Product completely in accordance with the manufacturer’s and/or ERS’s installation instructions and/or guidelines and/or any applicable local building regulations;

(ii) any cause or event beyond ERS’s reasonable control, including (but not limited to) fire, earthquake, flood, lightning, hurricane, tornado, hail or any other Act of God; or

(iii) ERS following any drawings, designs or specifications supplied by the original purchaser;

2.3. any differences in the Product from the description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements from time to time; or

2.4. shrinkage of the product within manufacturer declared tolerances;

2.4.1. installation on roof pitches less than 10 degrees or in excess of 45 degrees;

2.4.2. failure to bond to each other;

2.4.3. variations in colour are accepted as a consequence of the manufacturing process; colour represented by samples, pictures and images of the slate are a guide only; product colour may vary between batches additionally any discoloration and/or variations in colour (including between batches) or uniformity to the Product caused by:

2.4.4. weathering and/or UV exposure;

2.4.5. algae, moss, shading or sap from trees, bushes, plants or ash from chimneys;

2.4.6. proximity of the Product to bitumen or any bitumen based material;

2.4.7. exposure to chemicals directly applied to the Product or in the atmosphere;

2.4.8. any other cause or factor beyond ERS's reasonable control.

3. In order to make a claim under this warranty, the original purchaser or Permitted Transferee must (within the Warranty Period):

3.1. provide evidence of the date of purchase of the purportedly defective Product;

3.2. provide evidence of the original cost of the purportedly defective Product;

3.3. provide evidence of being either the original purchaser or Permitted Transferee of the purportedly defective Product;

3.4. notify ERS of the purported defect in the Product within 2 months of identifying the purported defect; and

3.5. if required by ERS, supply a sample of the purportedly defective Product to ERS for laboratory analysis to enable ERS to:

(i) examine and investigate the Product for the purported defectiveness; and

(ii) confirm or otherwise such defectiveness. Should any manufacturing defect covered by this warranty be confirmed by ERS (whether by way of any such examination and investigation or otherwise) to have presented itself in the Product during the applicable Warranty Period, ERS shall at its sole option (within a reasonable amount of time after such confirmation):

a) replace or repair the defective Product free-of-charge (specifically excluding replacement underlayment and materials used for hips, ridges and valleys); or

b) refund the amount paid by the original purchaser for the defective Product in accordance with the Warranty Pro-Ration Specification set out below. Please note that any repaired or replacement Product may have a colour difference to the original Product due to weathering and, for the avoidance of any doubt, any such difference is not considered a manufacturing defect for the purposes of this warranty.

4. This warranty is in addition to the rights provided pursuant to applicable national law and the terms of Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 and does not conflict with or exclude such rights in any way.

5. Nothing in this warranty shall limit or exclude ERS's liability for:

i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

ii. fraud or fraudulent misrepresentation; or

iii. any other liability that it is unlawful to exclude or limit. Subject to the foregoing liabilities:

5.1. ERS shall under no circumstances whatever be liable to the original purchaser or Permitted Transferee, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this warranty; and

5.2. ERS's total liability to the original purchaser or Permitted Transferee in respect of all losses arising under or in connection with this warranty, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the price the original purchaser paid for the Product.

6. If there is a transfer in ownership of the Product, this warranty may be transferred under the terms and conditions of this warranty to the new owner within the first five years after the Product are purchased by the original purchaser. The effective date of the warranty will remain the date of supply (Delivery Date) of the Product to the original purchaser. This warranty cannot be transferred again. The new owner shall be responsible for establishing this effective date at the time any claim is made under this warranty to ERS's reasonable satisfaction. In the event of a qualifying transfer of ownership in the Product, the Permitted Transferee shall be subject to the very same Warranty Pro-Ration Specification as was the original purchaser, i.e. a permitted transfer of ownership in the Product shall not convey greater coverage on the Permitted Transferee than was available to the original purchaser. In any event, coverage provided by this warranty shall in no event be more than an amount equal to the original purchase price of any defective Product, prorated as indicated in the Warranty Pro-Ration Specification set out below to account for usage received. ERS must be notified in writing of any transfer of this warranty within 60 days of the transfer in ownership of the Product to the new owner or the warranty shall be void.

7. If a dispute arises out of or in connection with this warranty or the performance, validity or possibility of it (a "Dispute"), then the party shall follow the procedures set out in this condition:

7.1. either ERS or the original purchaser or Permitted Transferee (as applicable) shall give the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents, and on service of the Dispute Notice ERS and the original purchaser or Permitted Transferee (as applicable) shall attempt in good faith to resolve the Dispute between themselves; and

7.2. if ERS and the original purchaser or Permitted Transferee (as applicable) are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with The Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate a mediation, either ERS or the original purchaser or Permitted Transferee (as applicable) must serve notice in writing an Alternative Dispute Resolution (ADR) Notice to the other party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to the CEDR. The Mediation will start not later than 30 days after the date of the ADR Notice.

7.3. If the Dispute is not resolved within 60 days after service of the ADR Notice, or either ERS or the original purchaser or Permitted Transferee (as applicable) fails to participate or to continue to

participate in the mediation before the expiry of this 60-day period, or the mediation terminates before the expiry of this 60-day period, the Dispute shall be finally resolved by arbitration as set out below.

- i. No variation of this warranty, including the introduction of any additional terms and conditions, shall be effective unless in writing and signed by ERS.
- ii. No failure or delay by a party to exercise any right or remedy provided under this warranty or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- iii. If any court or competent authority decides that any of the provisions of this warranty are invalid, unlawful or unenforceable to any extent, the condition will, to the extent only, be severed from the remaining conditions, which will continue to be valid to the fullest extent permitted by law.
- iv. The parties do not intend that any of the terms of this warranty shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- v. This warranty shall be construed in accordance with English law. All disputes arising out of or in connection with the present warranty shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

All notifications, claims or matters related to this warranty should be sent to:

Eco Roofing Systems limited

Attn: Warranty Department
Southside Stables
Stables Courtyard
27 Compton Place Road
Eastbourne
East Sussex
BN21 1EB

Warranty Pro-Ration Specification

The Delivery Date or the date when ERS receives payment in full for the Product, whichever is the later, up to the 7th anniversary date 100% reimbursement of Product' cost

After the seventh anniversary date up to the 15th anniversary date 50% reimbursement of Product' cost.

After 15th anniversary date 25% reimbursement of Product' cost.