

20 YEAR MATERIALS GUARANTEE

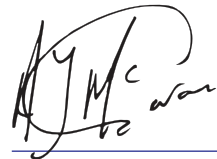
This is a materials guarantee between CFSNET LTD and The Installer.
This does not cover The Installer's client or holder of The Installer's Workmanship Guarantee.

CFSNET LTD guarantees that the Silverseel GRP Roofing System Base Resin and Topcoat have been designed to be used, in conjunction with suitable fibre reinforcement, to produce composite laminates. Provided that these materials are used as recommended on their appropriate technical data sheets, the material will give a structural and weather resistant laminate with a life expectancy of not less than 20 years under normal conditions.

The limit of liability to CFSNET LTD under this guarantee is to provide the Installer with the Silverseel GRP Roofing System Materials necessary to repair and replace any sections of the roof that are no longer waterproof, but only where this is a direct result of defective Silverseel GRP Roofing System Materials supplied by CFSNET LTD.

This materials guarantee is between CFSNET LTD and The Installer and is issued subject to compliance with the terms of the Silverseel Materials Guarantee.

For and on behalf of
CFSNET LTD



Mr Andrew J McGovan
Company Director



SILVERSEEL MATERIALS GUARANTEE

This materials guarantee is between CFSNET LTD (“**Us**” or “**We**”) and the installer of the Silverseel Roofing System (“**You**” or “**Your**”). If You successfully make a claim under this Materials Guarantee, we will cover the costs of supplying certain replacement Silverseel Roofing System parts to You in the event that they are no longer waterproof within the first 20 years, following their compliant installation, and their use under normal conditions.

1 MATERIALS REQUIREMENTS

- 1.1 This guarantee only covers Silverseel materials installed on OSB3 18mm T&G Decking used for roofs where the complete Silverseel Roofing System has been installed, which consists of the:
 - 1.1.1 Silverseel Roofing Basecoat Resin;
 - 1.1.2 Silverseel Roofing Topcoat;
 - 1.1.3 CFSNET LTD Roofing Edge Trims;
 - 1.1.4 CFSNET LTD Chopped Strand Mat;
 - 1.1.5 and CFSNET LTD MEKP Catalyst.

- 1.2 These materials must be stored and installed as outlined in any applicable guidance, including but not limited to the then current Silverseel installation manual.

2 INSTALLER REQUIREMENTS

- 2.1 You must keep a record of the following information:
 - 2.1.1 the original invoices for all Silverseel materials used within the installation;
 - 2.1.2 a record of all the Silverseel and CFSNET LTD product batch numbers;
 - 2.1.3 full details of all the works carried out by You, including start and completion dates, as well as the size of the installation;
 - 2.1.4 a description of the substrate used;
 - 2.1.5 catalyst mixing percentages;
 - 2.1.6 weather conditions and approximate temperatures at the time(s) of installation; and
 - 2.1.7 the Workmanship Guarantee, completed in accordance with section 2.2 below.

- 2.2 On completion of the Silverseel Roofing System installation, You must issue a SEPARATE guarantee to Your customer which covers Your workmanship for a period of 20 years from the date of installation (the “Workmanship Guarantee”). The Workmanship Guarantee must set out Your relevant credentials as well as Your contact details, and be signed by the customer. As part of the Workmanship Guarantee, You must make good any defects or faults in the installation of the Silverseel Roofing System which leads to a failure in the system’s waterproofing, at Your own cost.

3 EXCLUSIONS

- 3.1 We expressly reserve the right to reject **any** claim under this Materials Guarantee where We believe You have failed to comply with any of the requirements set out in this Materials Guarantee.
- 3.2 This Materials Guarantee covers defects in the Silverseel Roofing System materials only. It does not cover: neglect; general wear and tear; cosmetic changes; damage (unless caused by Us); any attempted tampering or repairs; acts of God; or any other inappropriate use of the Silverseel Roofing System.
- 3.3 This Materials Guarantee does not cover any costs or expenses incurred through inspections or surveys which may highlight any defects in the Silverseel Roofing System.

- 3.4 This Materials Guarantee will not apply in the case where any part of the then current Silverseel Roofing System installation does not conform with the Silverseel Installation Manual.

- 3.5 This Materials Guarantee is personal to You and will not be available to any of Your successors and/or purported assigns. In addition this Materials Guarantee shall terminate automatically, with immediate effect, if You undergo any insolvency event or otherwise cease to trade for any reason.

4 MAKING A CLAIM UNDER THIS GUARANTEE

- 4.1 You should contact Us by email at sales@dfsnet.co.uk, informing us of the fault and the relevant batch number of the affected materials forming part of the Silverseel Roofing System. We may then require further information from you such as proof that the Silverseel materials forming part of the installation were used within their applicable shelf-life, and evidence (such as photographs or a video clip) that the affected Silverseel materials are no longer waterproof.
- 4.2 We may then relay this information to our manufacturer, to determine whether there has been a general issue with any particular batch of the Silverseel materials. We may require You to return the affected materials to Us for analysis, which we will arrange for, at Our cost.

- 4.3 If it is proven that there is a manufacturing defect affecting the materials forming the subject of your claim, provided that Your claim meets all other conditions set out in this Materials Guarantee, We will replace the affected Silverseel Roofing System materials or provide the equivalent materials currently available in our absolute discretion. You agree that such a replacement is your sole and exclusive remedy for manufacturing defects in the Silverseel Roofing System.

- 4.4 If it is proven that there is no manufacturer’s defect in the Silverseel Roofing System forming the subject of your claim, We may still replace the affected materials, or provide the equivalent materials currently available at our absolute discretion.

5 GENERAL

- 5.1 Unless otherwise agreed, We exclude all other guarantees, warranties or conditions, expressed or implied, relating to satisfactory quality and/or fitness for a particular purpose in connection with the Silverseel Roofing System. Nothing in this guarantee shall exclude or limit our liability for death or personal injury resulting from our negligence or for fraud.
- 5.2 Subject to paragraph 5.2, Our total liability in connection with the Silverseel Roofing System, howsoever arising, shall be limited to the purchase price of the particular product(s) to which any claims relate.
- 5.3 This Materials Guarantee constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between You and Us relating to its subject matter.
- 5.4 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in this Materials Guarantee.
- 5.5 This guarantee and any disputes or claims arising out of or in connection with it are governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Materials Guarantee.