

GUARANTEE APPLICATION

Agreement and Application for Guarantee

Reference Number:

Flex-R Use Only

Guarantee Number:

Flex-R Use Only

Guarantee type: ☐ Product

Period of the Guarantee: 10 15 20 Years

Size of the roof: m²

Achieved Roof Pitch:

Project Name
and Address

Building Owner

Roofing Contractor (Client)
Name and Address

Project Start Date:

Project Completion Date:

**Please ensure that you make your application within 4 weeks of the project completion date.
Applications made after this time may not be processed/issued.**

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Flex-R Product Range

☐

ClassicLiquid Liquid Waterproofing

Invoice Number/s:

On behalf of the Installer

Name:

Date:

Signature:

For Flex-R

Name:

Date:

Signature:

Flex-R Use Only

Yes

No

Application completed in full

☐

Invoices attached

☐

Installation images attached

☐

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Warranty Terms and Conditions for ClassicLiquid Liquid Waterproofing (the "Product")

1. INFORMATION ABOUT US

- 1.1 This Warranty is provided by Flex-R ("Flex-R" or "we"). Flex-R is a trading name of Flex-R Limited, a company registered in England and Wales under company registration number 03984573. Flex-R's registered address is at Sandswood House, Hillbottom Road, Sands Industrial Estate, High Wycombe, Buckinghamshire, HP12 4HJ.
- 1.2 Flex-R is a division of SIG Trading Limited, a company registered in England and Wales under company registration number 01451007. SIG's registered address is at Hillsborough Works, Langsett Road, Sheffield, S6 2LW.
- 1.3 You can contact Flex-R by telephoning our customer service team on 01494 448 792, by emailing us at enq@flex-r.co.uk or by writing to us at Flex-R, Sandswood House, Hillbottom Road, Sands Industrial Estate, High Wycombe, Buckinghamshire, HP12 4HJ. Our customer service team is available from Monday to Friday 9.00am to 5.00pm.
- 1.4 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 Flex-R, Flex-R will replace the defective Products at no charge to the owner of the Property using materials which have been selected by Flex-R (the "Warranty").
- 2.2 Flex-R provides this Warranty for a period of ten (10) years from the date of installation of the Products at the Property (the "Warranty Period").
- 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 Flex-R 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, and by way of example only, this Warranty does not cover and Flex-R 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 Flex-R 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 Flex-R;
 - 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, lightening, storms and earthquakes);
 - 3.1.7 airborne pollutants (including, but not limited to, acid rain);
 - 3.1.8 efflorescence or performance of paint or coatings applied to the Products at any time, or lack thereof;
 - 3.1.9 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);
 - 3.1.10 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);
 - 3.1.11 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;
 - 3.1.12 any damage to or defects in the Products resulting from issues or considerations which should have been made apparent by the Contractor, owner of the Property or any other third party (such as an architect) during the design process;
 - 3.1.13 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) Flex-R in its relevant literature; or
 - (c) Flex-R issuing written specific recommendations;
 - 3.1.14 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;
 - 3.1.15 any other cause 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
 - 3.1.16 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, 3.1.10, 3.1.13, 3.1.14 or 3.2 apply, we would suggest that you contact the Contractor.

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Warranty Terms and Conditions for ClassicLiquid Liquid Waterproofing (the “Product”)

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

- 4.1 Flex-R 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, Flex-R shall not be liable for any economic, indirect or consequential losses.
- 4.3 Subject to paragraphs 4.1 and 4.2, Flex-R'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 Flex-R 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 Flex-R (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 Flex-R 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 Flex-R in writing. In order to obtain Flex-R's written consent, any subsequent owner of the Property must inform Flex-R 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 Flex-R has provided its consent to the transfer in writing.
- 7.2 This Warranty is between you and Flex-R. 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.