

Colorcoat Aquatite® 25 year guarantee Application form

This guarantee requires registration in order to be effective.

Please complete all sections in **BLOCK CAPITALS**.

Building/Guttering

Address:	Postcode:
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Date products arrived at site:

Building use:

Tata Steel tag no.

(available from gutter manufacturer)

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Gutter manufacturer

Name:
Address:
Postcode:

Building owner

Owners name:
Contact name:
Address:
Postcode:

Guarantee registration number and date of issuance

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Product

Colorcoat Aquatite® PVC

Architect

Name:
Address:
Postcode:

Gutter installer

Name:
Address:
Postcode:

Form completed by

Name:
Telephone No:

Signed

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Send applications to:
Tata Steel UK Limited
Colorsteels
Shotton Works, Deeside
Flintshire CH5 2NH
T: +44 (0) 1244 892881
E: colorsteels@tatasteelurope.com

Colorcoat Aquatite® guarantee

The Colorcoat Aquatite® guarantee is a guarantee provided by Tata Steel UK Limited (Tata Steel) to the Building Owner named above, subject to the following terms and conditions.

It is guaranteed that for a period of 25 years from completion of the installation of the specified guttering system that the membrane liner (excluding the joint) shall remain in a watertight condition.

Terms and conditions

1. This guarantee shall only become effective when the Building Owner registers the guttering system with Tata Steel. The registration must take place within three months of the completion of the installation of the specified guttering system. Once the registration form is received and approved, Tata Steel will issue a guarantee to the Building Owner showing its registration number.
2. This guarantee shall only apply to guttering systems which are being used for the purposes for which they were designed and detailed above.
3. This guarantee will not be effective until Tata Steel has received payment in full for the components it has supplied which are the subject of this guarantee.
4. This guarantee is conditional on the guttering system being (i) installed and maintained in accordance with Tata Steel's installation and maintenance recommendations as revised or modified from time to time and (ii) subject to a regular (at least annual) maintenance programme which is compliant with BS 6229 2003 or the equivalent standard as applicable in each case as revised or modified from time to time.
5. To avail the guarantee, the Building Owner must notify Tata Steel in writing within 14 days of the identification of any defect and prior to the expiry of the guarantee period. The notification shall provide full details of the defect, indicating a failure of the product to meet its performance criteria. Tata Steel and its representatives must be given access to the guttering system in order to inspect the defect.
6. All components used within the guttering system must be those specified by Tata Steel and must be used in accordance with the instructions issued by the relevant manufacturer. Any deviation without the express prior written agreement of Tata Steel will invalidate this guarantee. This guarantee does not cover the workmanship.
7. This guarantee does not apply to failure of or damage to any part of the membrane liner due to or caused by:
 - a. any chemical or mechanical damage;
 - b. degradation from unsealed cut edges or pierced surfaces;
 - c. fire, lightning, flood, explosion, abnormal winds, earthquake, acts of war, riot, civil commotion, radiation, falling objects, vandalism, ground movement, movement or failure of foundations or other similar extraneous causes;
 - d. corrosion or other effects arising from elements within the building, corrosion arising from entrapment of pollutants or from abnormal atmospheric pollution, condensation or from contact with gases, fumes or chemicals;
 - e. misuse, willful acts, negligence or neglect of the guttering system or any parts thereof;
 - f. the installation of the guttering system and/or any repairs not being satisfactory;
 - g. any damage whatsoever to the guttering system components before, during or following construction, including (without limit), any damage caused during storage or transportation;
 - h. accumulation of dirt or debris;
 - i. retention of water or contaminants including (without limit) ponding on roofing;
 - j. exposure to green, wet or treated timber;
 - k. any alteration, extension, modification of the Colorcoat Aquatite® products (as defined below in paragraph 13) within the guttering system whether before, during or after installation;
 - l. loads in excess of those predicted by BS639;
 - m. defects attributable to the impact from third party products and/or the existing construction;
 - n. all appropriate measures to prevent and/or limit damage not having been taken; and/or
 - o. prolonged exposure to any temperature outside of the range -20°C to 60°C howsoever caused.
8. In addition, this guarantee only is valid for installations between latitude 47°N and 70°N in Europe only.
9. This guarantee may be assigned by the Building Owner upon sale of the building to the new building owner, provided prior notice is given to Tata Steel in writing. Any assignment which is not in accordance with this paragraph shall not be valid.
10. A change of use of the building shall invalidate this guarantee unless Tata Steel provides prior written consent (such consent not to be unreasonably withheld).
11. The Building Owner must ensure that Tata Steel is made aware of any aspects of the local environment likely to be detrimental to the guttering system or any component of the guttering system prior to registration of the guarantee. Failure to do so will invalidate the guarantee.
12. This guarantee does not relieve the Building Owner of its duty to carry out preventative maintenance of the building fabric as per industry standard inspection and maintenance guides.
13. The legal remedy of the Building Owner and the obligation of Tata Steel (whether under this guarantee, tort or otherwise) is limited exclusively to the cost of the material for restoring the guttering system to a watertight condition. Tata Steel reserves sole discretion to ascertain appropriate measures to support suitable restoration in the event of failure. Notwithstanding anything to the contrary elsewhere and to the fullest extent permitted by law, the total cumulative liability of Tata Steel (howsoever arising and whether under contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with this guarantee shall not exceed in any circumstances the nett invoiced amount (excluding VAT) for the Colorcoat Aquatite® products which for these purposes shall mean the price paid for the Tata Steel material used for the guttering system (the Limit). The Limit shall be reduced by 5% each year up until the end of year 15. The Limit shall then be reduced by 3% each year from year 16 up until the end of year 20 and thereafter it shall be reduced by 2% each year up until the end of year 25. A year for these purposes shall mean a 12 month period running from the date this guarantee is issued or the anniversary of such date. Under no circumstances shall Tata Steel (or any of its associated companies) be liable for any loss, damage or expense whatsoever incurred or suffered by the Building Owner (including, but without limitation, loss of profit, revenue or goodwill) however such loss, damage or expense may have been caused (including but without limitation any breach of contract, negligence or breach of any duty by Tata Steel whatsoever) other than as set out under this paragraph 13.
14. This guarantee constitutes the entire agreement between the parties in relation to its subject matter and is entered into on the understanding that:
 - a. the Building Owner, in registering and accepting the terms of the guarantee has not relied upon any representation, warranty or undertaking of Tata Steel which is not expressly set out or referred to in the guarantee. Any condition, warranty, statement or undertaking as to the quality of the guttering system or its fitness or suitability for any purpose however or whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded, except to the extent such exclusion is prevented by law;
 - b. without prejudice to (a) above, no statement or undertaking contained in any national Standard, National edition of a European Standard, ISO Standard, or other standard or technical specification as to the suitability of the guttering system for any purpose shall give rise to any legal liability of Tata Steel, except to the extent such exclusion is prevented by law. The Building Owner shall satisfy itself that the guttering system is suitable for its application for which it is to be used prior to its installation;
 - c. nothing in this guarantee shall exclude or restrict the liability of Tata Steel for death or personal injury caused by Tata Steel's negligence or as otherwise prohibited by law;
 - d. neither party shall have any remedy in respect of misrepresentation or untrue statement made by or on behalf of the other party which is not contained in this guarantee nor for any breach of warranty which is not contained in this guarantee; and
 - e. this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.
15. In the event of a claim all correspondences should be in writing and shall be directed to Tata Steel at the given address.
16. No term of this guarantee shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.
17. This guarantee shall be subject to and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

Tata Steel; shall only be liable under this guarantee if the membrane liner (excluding the joint) does not remain in a watertight condition due to a manufacturing defect. In such circumstances, Tata Steel undertakes to restore the guttering system to a watertight condition subject to the terms and conditions set out below.

www.tatasteelconstruction.com

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