



XX YEAR GUARANTEE

UNIQUE GUARANTEE ID Number

DANUK-G-

DANOSA UK Distribution Partner

PROJECT COMPLETION DATE

PROJECT ADDRESS

BUILDING OWNER/ COMPANY NAME or BUILDING NAME/ PLOT NUMBER

PROJECT AREA SCHEDULE

PROJECT COMPLETION DATE

ROOFING CONTRACTOR

BUILDING USE

DANOSA WATERPROOFING SYSTEM

.

AUTHORISED SIGNATURE

This guarantee has been issued by DANOSA UK Limited and is subject to the terms and conditions within. This document has been generated based on the information submitted to DANOSA UK by the CONTRACTOR.

DANOSA UK Limited | Independence Unit 3, Stanbridge Road, Havant, Hampshire, PO9 2NS Registered in England & Wales. Company Number: 8036125

SAMPLE

GUARANTEE TERMS & CONDITIONS

- 1) This GUARANTEE incorporates a contract between the BUILDING OWNER as defined on your GUARANTEE DOCUMENT (hereinafter called 'GUARANTEE') and DANOSA UK Limited (hereinafter called 'DANOSA UK') for materials supplied to the PROJECT defined on the GUARANTEE. Upon authorised signature of the GUARANTEE, DANOSA UK guarantee that the products defined on your GUARANTEE will be fit for function for a minimum period of time from the completion date until the expiry of the defined GUARANTEE period.
- 2) In the event of a product failure, in which a product no longer performs its published function, DANOSA UK will, at the discretion of DANOSA UK, assume the cost for either the repair or replacement of the affected product(s) to restore the membrane to a watertight condition, subject to the terms and conditions set out below. DANOSA UK are liable for the costs of repairing or replacing only the items listed on the GUARANTEE, excluding materials that are connected or mounted to the materials listed (for example but not limited to flashings, ballast, roof services, etc.).
- 3) DANOSA UK's liability is protected by additional insurance backing supplied by MAPFRE ESPAÑA (policy number 0960870072166) to the maximum sum of €3,000,000.

TERMS & CONDITIONS

- 4) The CONTRACTOR has requested this GUARANTEE using an online application system. The CONTRACTOR or DISTRIBUTION PARTNER must ensure that this GUARANTEE is a true representation of the PROJECT DETAILS and products supplied. Where products have not been delivered directly to the site, traceability information and/or proof of purchase may be required in the event of a claim.
- 5) Excluding, if applicable, any maintenance that may be required after completion of the project, it remains the responsibility of the BUILDING OWNER/ installing CONTRACTOR or DISTRIBUTION PARTNER to ensure that the below conditions are met to maintain a valid GUARANTEE.
- 6) Your GUARANTEE is valid from the defined COMPLETION DATE for the GUARANTEE term defined. For example, a project completed on 1st January 2019 guaranteed by DANOSA UK for a period of 20 years will cease to be under GUARANTEE after 23:59 on 31st December 2038. Any claim under this GUARANTEE must be received by DANOSA UK from the BUILDING OWNER before the expiry of your GUARANTEE.
- 7) The maximum total value of any claim(s) will be limited to the invoice value at the time of sale by DANOSA UK to the CONTRACTOR or DISTRIBUTION PARTNER. Where an invoice can not be tracked, a nominal calculated value will be offered by DANOSA UK.
- 8) Only DANOSA UK has permission to make any modifications to this GUARANTEE. Modifications by third-parties to this document will void this GUARANTEE. Requests to amend this GUARANTEE, including the transfer of title, can be made in writing to ukwarranties@danosa.com. Eligible revisions are charged on a proforma basis at the current rate at that time, which can be quoted on request.
- 9) DANOSA UK may, at our discretion, require access to be provided for DANOSA UK representative(s) to inspect the areas covered by the GUARANTEE during installation or post completion, during the term of the GUARANTEE. Free, safe and unrestricted access must be provided for the use of DANOSA UK's representative(s), by either the installing CONTRACTOR or the BUILDING OWNER.
- 10) In addition to any EXCLUSIONS / NOTES defined on your GUARANTEE, your GUARANTEE is considered valid when the following requirements have been met:
 - a. The PROJECT is located within the geographical limits of Great Britain, Northern Ireland, The Channel Islands, The Isle of Man or the Republic of Ireland.
 - b. Products supplied must be installed in accordance with DANOSA UK's most current published instructions at the time of installation. This includes, but is not limited to, adherence to the published industry guidance, DANOSA UK technical and/or instructional literature, any instructions and/or requirements for the attachment of the supplied products, the requirement for and adherence to any project-specific calculations (such as wind-uplift, thermal, condensation or acoustic) and adherence to any design principals (details) either published by DANOSA UK or expressly approved by DANOSA UK in writing.
 - c. That the installing CONTRACTOR or DISTRIBUTION PARTNER and DANOSA UK have been paid in full in accordance with any applicable contractual obligations.
 - d. The installing CONTRACTOR or DISTRIBUTION PARTNER must submit an application for the GUARANTEE within 12 months of the installation completion date.
 - e. Evidence of a full service record has been maintained by the BUILDING OWNER, as per the maintenance requirements listed overleaf.
- 11) The following exclusions apply:
 - f. Products approved or otherwise compatible for use with DANOSA products, but not supplied by DANOSA UK.
 - g. Any change to the use of the building which would render the installed system inappropriate.
 - h. Any living elements supplied by DANOSA UK. (For example, sedum plant species or wild-flowers on a living roof system).
 - i. Any incident whereby the BUILDING OWNER is insured separately under insurance policies normally associated with (or required by law) for either buildings or properties.
 - j. Payment for directly resultant consequential damage is excluded where the product(s) are installed at less than 1:80 finished falls.
 - k. Variation of colour or shading of the membranes.
 - l. Any incidental or consequential damages, including but not limited to the loss of use of the building or its contents, loss of profit, business interruption or any other cost(s) not specifically identified within paragraph (2) above.
- 12) The following does not constitute a product failure:
 - m. Effects of sonic booms, explosions, fires, storms or any other acts of God.

- n. Vandalism or mechanical (physical) damage, irrespective of the cause.
- o. Acts by 3rd parties.
- p. Effects directly resulting from the impact of 3rd party products.
- q. Effects caused directly by the use of or contact with incompatible materials. This includes, but is not limited to, the use of paints, cleaners or treatments not expressly approved by the DANOSA UK Technical Department.
- r. Inappropriate use or storage (including temporary during installation) of products supplied, which includes the use of products for anything other than their intended and published purpose.
- s. Aesthetic changes or effects that do not affect the product's service or function(s).
- t. Failure of the substrates to which our products are attached or applied; including unsuitable or insufficient attachment of such substrates.
- u. Failure of the roof system due to design errors leading to building physics failure (e.g. interstitial condensation).
- v. Failure of the products due to abnormal or inappropriate loading from any cause.
- w. Adverse effects on either the products' performance or function resulting from structural movement outside of normal product design tolerances.
- x. Any product or system failure directly resulting from a failure to maintain in accordance with any British Standards of practice (such as BS 6229: 2018), or product-specific requirements.

MAINTENANCE REQUIREMENTS

13) While most products require little or no maintenance, your system may require maintenance to ensure it remains functional. This may include keeping outlets and gutters clear to ensure that your system remains free-draining for roofing applications. British Standard BS 6229: 2018 outlines good practice maintenance regimes which should be adopted. A summary of this guidance is included with your GUARANTEE document.

14) Whilst they may or may not require re-application throughout your system's lifespan, if utilised, any sealants should be considered maintenance items that should be routinely checked after installation and throughout the service life of the roof.

DETAILS OF COVER

15) This GUARANTEE is offered as an extra benefit and does not affect consumers' statutory rights or any legal rights that cannot be excluded by law. Consumers can obtain information about their legal rights from Trading Standards Offices or the Citizens Advice Bureau. English Law and applicable EU Directives will govern the terms of this GUARANTEE. The contract (rights of third parties) act of 1999 does not apply to this GUARANTEE.

16) The decision to either repair or replace any product failure remains at the discretion of DANOSA UK. A qualifying product failure may not require (and therefore does not entitle) a full replacement of all the products supplied.

17) The additional insurance, provided by MAPFRE ESPAÑA, covering DANOSA UK's liability in the event of a product claim is not an individual insurance policy taken out on the specific project by DANOSA UK (i.e. an insurance backed guarantee) which should be investigated and provided by the CLIENT or CLIENT's representative (e.g. the installing contractor or principal contractor).

ADDITIONAL WORKS, REPAIRS AND MODIFICATIONS

18) Any additional works, repairs or modifications should be undertaken by the CONTRACTOR defined on your GUARANTEE. Such works would be classed as modifications under the existing GUARANTEE, and no additional document from DANOSA UK will be produced.

19) If the original CONTRACTOR is no longer trading, another CONTRACTOR may be appointed by the BUILDING OWNER by contacting DANOSA UK or the DISTRIBUTION PARTNER (where applicable).

20) The existing terms and conditions of cover associated with your GUARANTEE continue to apply. However, the BUILDING OWNER must record and define such works' scope as any new CONTRACTOR will not take responsibility for another company's installation.

ON SUSPICION OF A PRODUCT FAILURE

21) Upon suspicion of a product failure, the BUILDING OWNER must take fair and reasonable steps to mitigate further loss or damage and contact the CONTRACTOR or DISTRIBUTION PARTNER immediately. Contact must be confirmed in writing (either by email or letter) within 24 hours.

22) An initial investigation must be completed by the installing CONTRACTOR who must contact DANOSA UK (uktechnical@danosa.com) and the DISTRIBUTION PARTNER (where applicable) within 24 hours of their initial assessment if a product failure is suspected.

23) If no cause can be defined by the CONTRACTOR, DISTRIBUTION PARTNER or DANOSA UK representative(s) during initial investigation(s), a specialist integrity testing company, with written agreement by DANOSA UK, should be employed to complete a test of the area to determine any potential leaks.

24) Free, safe and unrestricted access to inspect the areas covered by the GUARANTEE must be provided by the CONTRACTOR or BUILDING OWNER for any investigations to be undertaken. All parties agree to provide DANOSA UK with any information that is required to facilitate the investigation. For inverted, ballasted or otherwise protected systems, any roof coverings must be removed to facilitate any subsequent investigations.

25) If the original CONTRACTOR OR DISTRIBUTION PARTNER is no longer trading, please contact DANOSA UK, quoting your UNIQUE GUARANTEE REFERENCE ID.

MAINTENANCE REQUIREMENTS

It is generally accepted that the service life of well-maintained waterproofing systems may be significantly extended. Whilst a warranty or guarantee may cover your individual products, the typical service life of these products, and the waterproofing system itself, may be considerably more than this. Therefore, the below is recommended as good practice for extending your new waterproofing system's service life to its full potential.

Whilst the majority of our products require no maintenance; your waterproofing system may require maintenance to ensure it remains functional. This may include keeping outlets and gutters clear to ensure that your system remains free draining.

BS 6229: 2018, the British Standard for 'FLAT ROOFS WITH CONTINUOUSLY SUPPORTED COVERINGS' outlines good practice maintenance regimes which should be adopted. This document provides a summary of this guidance and should be provided with your guarantee.

SUMMARY OF THE MAINTENANCE REQUIREMENTS FROM BS 6229: 2018

Inspections are recommended twice a year and should include removing leaves, debris and dirt to ensure that the system remains free draining. You may need to increase the frequency of inspections if your system is subject to high debris (dust/pollution) areas or close to trees. Further inspections are recommended if any alterations have been made on nearby structures (e.g. roofs) and after the installation of new equipment.

These inspections should be carried out twice a year but may need to be increased as necessary, depending on the surrounding area and conditions.

Check for any mechanical damage such as holes or cuts. Remove debris and rubbish from the system.

Remove leaves, especially from any gutters, drains or gullies. Ensure that leaf/ gravel guards are in position.

Remove tree branches that over the roof system to provide at least 1.0m clearance to the perimeter. Remove any redundant services from the roof (e.g. AC plant).

Ensure any sealants are not loose, missing or badly cracked. Ensure that UV protection (mineral chippings) are replaced as required. Check that all pointing (seals) to brickwork remains functional.

Ensure that all flashings (such as lead or other metal) remain functional.

SEALANTS

Whilst they may or may not require reapplication throughout your roof system's lifespan, if utilised, any DANOSA UK approved sealants should be considered maintenance items that should be routinely checked after installation and through the service life of the system. A DANOSA UK registered installer should conduct any reapplication.

REPAIRS AND/ OR ALTERATIONS

Only materials supplied by DANOSA UK should be used to execute any repairs. Any repairs or alterations should only be conducted by the CONTRACTOR defined on your GUARANTEE, or a DANOSA UK approved alternative CONTRACTOR where the original installing CONTRACTOR has ceased trading.

Further information can be found in the terms and conditions of your GUARANTEE.

PAINTS

Unless expressly approved by our Technical Department, our waterproofing products should not be painted. This is because many paints and products contain components that may significantly reduce your products' service life or performance