

## Lime Green Products Ltd (Supplier) Warmshell Product Warranty Terms

1. The warranty provided in paragraph 3 below (**Warranty**) is in addition to clause 5 of the Supplier's terms and conditions and relates only to the Prepbond WP and Finish WP (**Warmshell Products**) manufactured by the Supplier and supplied in the Supplier's branded packaging forming part of the Warmshell external installation system (**Warmshell System**).
2. A copy of the BBA Certificate is provided to the Customer, this should be reviewed in full by the Customer. Whilst the BBA Certificate relates to the installation of the Warmshell System onto masonry backgrounds, it provides detail on the installation (section 5 and 14) and maintenance (section 12) of the Warmshell System generally. The Supplier shall have no liability to the Customer if the requirements of the BBA Certificate are not fully complied with by the Customer.
3. The Supplier warrants that, for a period of 10 years from the date of manufacture of the Warmshell Products (**Warranty Period**), the Warmshell Products:
  - a. will be free from any material manufacturing defect;
  - b. will not flake, peel or de-bond from each other or from the Supplier approved insulation beneath;
  - c. will be water resistant;
  - d. will not fade; and
  - e. will be vapour-open.
4. Subject to paragraph 5, if the Customer:
  - a. gives notice in writing, during the Warranty Period, within 30 days of discovery that some or all of the Warmshell Products do not comply with the Warranty; and
  - b. the Supplier is given an opportunity to examine the Warmshell Products, including taking samples and performing any tests which the Supplier deems necessary to determine the cause of the alleged breach, the Supplier shall, at its option, repair or replace the defective Warmshell Products.
5. The Supplier shall not be liable under the Warranty if:
  - a. the Warmshell Products have not been paid for, in full, by the Customer;
  - b. the defect(s) relate(s) to the choice of colour, texture, flatness/surface appearance of the Warmshell System;

- c. the defect arises as a result of inadequacies in the design in relation to which the Warmshell Products are used;
  - d. the Warmshell Products are not installed:
    - i. by an appropriately trained installer, registered with the Supplier as certified Warmshell System installer;
    - ii. in accordance with the oral or written instructions of the Supplier; or
    - iii. as part of a fully specified Warmshell System, all parts of which are supplied by the Supplier;
  - e. the defect(s) arise(s) due to a fault of the installer;
  - f. the Warmshell System in which the Warmshell Products are installed:
    - i. includes non-Warmshell specified components; or
    - ii. is not operated and maintained in accordance with the Suppliers oral or written instructions and/or with reasonable care and skill (including, but not limited to maintenance of the integrity of the surface on which the Warmshell Products are installed and in accordance with section 12 of the BBA Certificate);
  - g. the defect(s) arise(s) as a result of fair wear and tear, including, but not limited to, weathering, staining from wood leaching and impact damage; or
  - h. the defect(s) arise(s) as a result of an event beyond the Supplier's reasonable control, including but not limited to, the underlying structure, falling objects, fire, earthquake, floods, pests (including, but not limited to soiling by birds), lichen or other surface dirt/growths or airborne pollution.
6. The Supplier shall under no circumstances whatsoever be liable to the Customer, 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 these terms.
  7. These terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or the subject matter or formation of these terms, shall be governed by and construed in accordance with the law of England and Wales.
  8. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or the subject matter or formation of these terms.

16/05/2019