

Product Warranty Reference #00000

Date: 18/09/2020
Product(s): Vuba Resin Bound Surfacing
Blend: Siberian Granite
Supplier: Vuba Building Products Limited
Specialist Contractor:
Warranty Reference:

Warranty Period:
Commencement Date:
Completed to Guidelines: Valtex Technical Datasheet

The Warranty: The Warranty given by this document subject to the conditions, exceptions and limitations set out in the annexed schedule.

Now therefore in consideration of the mutual covenants and conditions contained, the Supplier grants the Warranty to the Specialist Contractor. Signed for on behalf of:

Vuba Building Products Limited
Units B2, B3 and B4 Grovehill Industrial Estate, Annie Reed Road, Beverley, HU17 0LF.

Signature of Director:

Name:

Date:

1. WARRANTY

Vuba Building Products are dedicated to providing the highest quality product. This warranty is in relation to the performance of the resin system aforementioned, installed to our recommendations.

1.1 The Supplier warrants, subject to the conditions and exclusions contained herein, that:

1. Upon the date of supply of the Products to the Specialist Contractor the Products will be free from defects;
2. When properly installed by competent contractors with the skill of a contractor experienced in the installation of the Products and applied in accordance with the Data Sheet(s) and generally accepted application methods and properly maintained over the Warranty Period, the Products purchased by the Specialist Contractor from the Supplier for the Project will perform in accordance with terms of the Data Sheet(s) (as applicable) set out in the Particulars and subject to the exclusions set out herein.

2. WARRANTY CONDITION

2.1 The validity of this Warranty only relates to valid claims received by the Supplier within the Warranty Period using the claims procedure set out in Clause 4 below and is subject to the following:

1. The structure, substrate and/or surface shall be suitable to receive the Product in accordance with the Data Sheet(s) and sound and prepared properly for installation;
2. The Products have been transported, stored and handled in accordance with the instructions of the Supplier and used within the specified shelf life;
3. The application or instalment of the Products has been performed properly and professionally by the Specialist Contractor appointed by the Client with the skill of a contractor experienced in the installation of the Products and applied in accordance with the Data Sheet(s) and generally accepted application methods and such application and instalment has been completed in accordance with clause 2.2 hereof;
4. The Product has been allowed to cure for the time recommended by the Data Sheet(s) before use;
5. Where the Product is specified to require routine or preventative maintenance and inspection the Client shall maintain and inspect the Product in accordance with the Supplier's instructions and the Data Sheet(s);
6. All invoices for the Products used in the installation have been paid to the Supplier in full.

3. WARRANTY EXCLUSIONS

3.1 The Warranty shall not apply to any defects arising from or attributable to:

1. The incorrect application by the Specialist Contractor of the Products;
2. Poor or negligent housekeeping and maintenance;
3. Ageing and any purely aesthetical changes including but not limited to colour change, change in gloss, scratching, staining, loss of traction, marking or discolouration;
4. Excessive moisture, vapour pressure or other contaminants including but not limited to failure of any in situ membrane;
5. Alkaline reactions with the substrate;
6. Any maintenance, repairs or penetration made to the Products or the surface on which they are applied during application or subsequent to installation without the prior knowledge and prior written approval of the Supplier;
7. Natural or man-made events including, but not limited to severe storms, gales, hail, flood, lightning, tornados, earthquakes, earth-tremors, fires, wilful damage, vandalism and or malicious mischief;
8. Any latent defect in the structure or surface on which the Products are installed or applied including without limitation structural movement, settlement, softening, shrinkage, cracking, deflection and/or due to changes in use of the structure or surface where such change in use may have an effect on the Products;
9. Loss of adhesion due to substrate failure or improperly prepared or contaminated substrates;
10. Placement, erection and or construction of any installation on, against or through the Products after the application of the Products was completed;
11. Abnormal use and wear and tear, especially in areas of intensified use such as pinch points and turning points;
12. Exposure to any process or cleaning chemical not specified in the Data Sheet(s) or within this warranty document;
13. Abuse of the Products including any physical or chemical attack or damage, impact damage, damage caused by third parties or foreign objects, plant or animal life, civil disturbance, act of war, terrorism or sabotage;
14. Using the Product outside the published performance criteria or due to improper application or mixing;
15. Failure to protect the Product from exposure to traffic, chemicals (including water) or adverse weather conditions until full cure of the Product has been achieved as specified in the relevant Data Sheets(s);
16. Changes of use of the structure or abnormal use of the structure;
17. The death, dissolution, winding up, act of insolvency or cessation of trading (as the case may be) of the Specialist Contractor;
18. A failure by the Client not to properly mitigate any loss suffered as a result of a claim in respect of this Warranty; and
19. Failure to specify the correct product specification (stone type, thickness etc.) to be suitable for the final use environment.

20. Any natural weed growth that occurs through lack of permeable membrane, or growth from the surface of the system, or other naturally occurring growth.
21. Any moss and algae growth and associated discolouring.
22. Failure as a result of improper use from vehicle tyres. Including static turning, or turning in confined spaces which results in loosened stones.
23. Failure caused by debris and loose stones being trafficked on the resin bound surface, causing breakdown of the screed.
24. Failure as a result of constant dripping water be it from vehicles or a drainage pipe.
25. Failure as a result of excessive movement or cracking in the substrate reflected through into the resin bound surface finish.
26. Failure to reflect movement joints into the final resin bound finish, resulting in cracking of the surface. Expansion joints must be reflected through in the surface if any possibility of movement.
27. Failure as a result of lack of sufficient drainage system, causing standing water within the resin bound system.

4 WARRANTY CLAIMS PROCEDURE

4.1 Immediately upon becoming aware of any potential failure, defect or malfunction in the Products the Client shall inform the Specialist Contractor and the Supplier in writing with enough detail to enable the Supplier and Specialist Contractor to properly understand the scope of the potential failure, defect or malfunction in the Products (“the Notice”).

The Client shall make arrangements in writing with the Supplier within 14 days of the date of the Notice for representatives of the Supplier to inspect the affected Products.

In the event that the Client fails to comply with Clauses 4.1 and 4.2 above, the Warranty in relation to the claim reported in Clause 4.1 (and any subsequent claim based on the same set of facts/circumstances) shall be invalidated.

4.4 The Client shall be responsible for providing access and clearing the vicinity surrounding the affected Products to allow inspection of the alleged defects and to enable the Supplier to determine whether the failure, malfunction or defect is covered by this Warranty or not. This may include onsite inspections, testing, the taking of samples and analysis. If the Supplier determines that the reported failure, defect or malfunction is not covered by the terms of this Warranty then any costs incurred by the Supplier will be paid by those parties relying on this Warranty either jointly or severally to the Supplier.

4.5 If the Supplier determines that the defect is covered by this Warranty, the Supplier shall submit a full schedule of works to the Specialist Contractor for any warranted replacement Products and/or repairs and the Supplier shall determine the appropriate course of action to be taken by the Specialist Contractor to remedy the defect or failure which shall always be subject to section 5 of this Warranty.

WARRANTY REMEDIES

5.1 The obligations and liability of the Supplier arising out of or in connection with the Products shall, subject to clause 6 below, be limited to the re-supply of the defective Products only. Such re-supply of the Products shall be limited only to those areas of the Project where a warranted defect has occurred. The Supplier reserves the right to suggest and implement an alternative remedy. If the alleged failure is not proven by the Client or the Specialist Contractor to be the responsibility of the Supplier pursuant to the terms of this Warranty then all costs associated with the investigation of such failure shall be borne by the Client and/or the Specialist Contractor either jointly or severally.

5.2 The cost for removal and subsequent replacement of any materials which covers or otherwise conceals the Products is excluded from this Warranty.

LIMITATIONS

6.1 Except as set out herein and to the maximum extent permissible at law, the Supplier under no circumstance accepts any liability for loss, costs or damage whether direct, consequential, indirect, special or otherwise including without limitation any liability, cost or damage for loss of profit or revenue or loss of opportunity and it is expressly agreed that the entire liability of the Supplier for all loss, costs, damages or expenses arising out of breach of this warranty shall be limited to the re-supply of any defective Products as set out in clause 5 hereof, and if that is not possible (regardless of the cause) the said liability shall be limited to the sum of payments received by the Supplier for the Products at the time of the initial supply specifically in respect of the affected area.

6.2 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud or any other liability to the extent the same may not be excluded or limited as a matter of law.

6.3 The Supplier will not be liable for any delays in completion of warranty repair works resulting directly or indirectly from any delay by the Specialist Contractor to attend site or any delay by the Client to provide access for inspection and assessment of any defect or for any cause beyond the Supplier's reasonable control, including, but not limited to, wars, industrial dispute, riot, malicious damage, fire, storm, flood, act of God, accident, non-availability or shortage of material or labour, failure by any subcontractor or supplier to perform, failure of production equipment, any statute, rule, order, regulation, resolution or supervening illegality made or issued by any concerned government or quasi-government department or authority.

6.4 The Supplier's financial liability for failure of the Products under 6.1 shall be adjusted to reduce linearly from 100% at the start of the Warranty Period to 0% at the end of the Warranty Period.

6.5 Any remedy applied under this Warranty does not extend the Warranty Period.

The Supplier shall not be liable for any claim under this Warranty if the Client is entitled to recover or otherwise claim reimbursement from a third party in respect of any matter or circumstance giving rise to such claim.

6.7 The Supplier shall not be liable for any claim under this Warranty to the extent that the matter or circumstance giving rise to such claim arises, occurs or is otherwise attributable to a voluntary act or omission of the Client.

7 ASSIGNMENT

7.1 This Warranty is personal to the Specialist Contractor and specific to the Project and Client and shall not be assigned in whole or in part to any other person without the prior written consent of the Supplier, such consent to be at the Supplier's sole discretion.

8 GOVERNING LAW

8.1 This Warranty shall be governed by and construed in accordance with English Law and the parties hereto irrevocably submit to the jurisdiction of the English courts.

9 THIRD PARTY RIGHTS

9.1 It is not intended that a third party shall have the right to enforce any terms of the Warranty pursuant to the Contracts (Rights of Third Parties) Act 1999.

10 NOTICES

Any notices may be sent by letter, facsimile or email to the parties at the addresses set out in the Particulars.

11 ENTIRE AGREEMENT

11.1 This Warranty comprises the only Warranty granted for the Products and no oral or written representations made by any agents or employees of the Supplier shall be binding on the Supplier unless specifically and expressly incorporated herein.

11.2 No document varying and or extending this Warranty will be binding on the Supplier unless it is agreed and is in writing and is signed by an authorised representative of the Supplier and is attached to this Warranty and specifies this Warranty by its reference number.