

GTEC LIFETIME WARRANTY

BOARDS AND SYSTEMS – (EXCLUDING INTERNAL/EXTERNAL AQUA BOARD AND WEATHER DEFENCE)

Siniat GTEC products and components are tested together to ensure compatibility along with system performance. By completing this rigorous continuous testing program we can give piece of mind to clients, architects, engineers and installers alike on the technical performance of our systems.

Etex Building Performance Limited warrants to the purchaser (the "Trading Customer of the LIFETIME Warranty") of such GTEC boards and components, excluding internal and external Aqua Boards, Render Boards and Weather Defence, (the "Boards and Components") that, if systems are designed and constructed entirely with GTEC components and materials, by qualified professionals, in accordance with our latest literature and all relevant standards, and the Boards and Components are installed, used and maintained in accordance with their original design scope and intent, the Boards, Components and Systems will perform to the original laboratory performance parameters set out in the Siniat Drywall Manual (the "Siniat Manual") as published by Siniat on its Website (the Lifetime Warranty), for the Lifetime from the date of purchase of the relevant Board or Component.

Preface

Siniat GTEC components (the "Products") are manufactured to demanding technical specifications and manufacturing standards and undergo extensive testing as part of a thorough product development and quality process. The design and manufacturing of the Products is controlled in accordance with BS EN ISO 9001:2008. Siniat GTEC Plasterboard Solutions are constructed solely with the Products designed and supplied by Etex Building Performance Limited and installed in accordance with the current version of the Siniat Manual, BS 8212:1995, BS 8000-8:1994 and CDM Construction (Design and Management) Regulations 2007. This Lifetime Warranty ("as defined below") should be read in conjunction with the Trading Terms and Conditions of Etex Building Performance Limited, which will be set out on the back of your invoice.

To claim under the Lifetime Warranty the following conditions must be met:

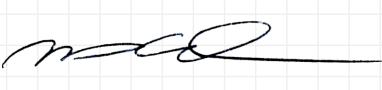
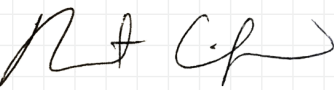

- a. The Trading Customer will need to evidence that the relevant system has been:
 - i. System to be constructed solely with the proprietary products and components as supplied by Etex Building Performance Limited;
 - ii. Installed by a professional installer strictly in accordance with the Siniat Manual, and the unique Siniat project packs which can include but not limited to specification, advice and CAD drawings, and all other applicable literature (together the "Applicable Literature"), and BS 8212:1995, Construction (Design and Management) Regulations 2015 as amended, and all other applicable legislation and regulations (together, the Applicable Legislation"), and used, maintained, repaired and modified in accordance with the same;
- b. The Trading Customer has paid Etex Building Performance Limited all sums which are due from the Customer to Siniat in relation to the applicable System or otherwise;
- c. Etex Building Performance Limited has been informed in writing within 30 days of the discovery of any Defect (as defined below);
- d. Etex Building Performance Limited has been given a reasonable opportunity to inspect the relevant systems; and The Trading Customer can provide Etex Building Performance Limited with adequate proof of purchase.

In the event that the Trading Customer of the Lifetime Warranty proves that a Board, Component or System fails to comply with the Lifetime Warranty during the Lifetime Warranty Period we will reinstate the Board or Component that has contributed to the defect to its originally specified performance level. This Lifetime Warranty gives our customers the confidence that the Boards, Components and Systems will perform as intended throughout the Lifetime of the Warranty Period.

Warranty

Subject to the conditions outlined below, Etex Building Performance Limited warrants to the purchaser of the Lifetime Warranty (the "Trading Customer of the Lifetime Warranty") that the Products, as originally designed, built and unaltered in accordance with the original design scope and intent, will perform to the original published laboratory performance parameters set out in the Siniat Manual (the "Lifetime Warranty") for the life of the Products (the "Lifetime Warranty Period").

Warranties for products and systems with the inclusion of Aqua Board, Render Board and Weather Defence in wet or severe humidity environments are available separately.

<p>The Lifetime Warranty does not apply to defects arising from:</p> <ul style="list-style-type: none"> a. Abnormal use of the relevant Boards, Components or Products; b. Deliberate damage to the relevant Boards, Components or Products; c. Negligence by the Trading Customer or a third party; d. Any failure to assemble install, use, or maintain the relevant Boards, Components or Products in accordance with the Applicable Literature and Applicable Legislation; or e. Any subsequent alteration to the relevant Boards, Components or Systems. f. Systems that are or have been exposed to moisture direct or indirect. g. Development of mildew, bacteria or other organisms. h. Improper handling or act of god. i. Installation to a structure of inadequate design or installation. j. The use of incompatible components or systems (for the avoidance of doubt the responsibility to ensure compatibility rests with the project design team. <p>Excluded from this warranty is any failure(s) to Siniat GTEC products caused either directly or indirectly by the failure, inappropriate specification or quality for products not supplied by Etex Building Performance Limited.</p>	<p>Warranty obligations</p> <p>In the event that a Trading Customer proves that a Board, Component or System does not comply with the Lifetime Warranty within the Lifetime Warranty Period (a "Defect"), Etex Building Performance Limited agrees, at its sole option and subject to the conditions set out above, to:</p> <ul style="list-style-type: none"> a. Repair the defective Board, Component or Product at its own expense so as to remedy the Defect; or b. Replace the defective Board, Component or Product or the defective part of the defective Board, Component or Product at its own expense so as to remedy the Defect. <p>All liability of Etex Building Performance Limited for indirect, special or consequential damages or loss of profits, business, production, contracts, anticipated savings, economic loss, damage to third party property, labour costs, or depletion of good will is excluded. The Trading Customer acknowledges that if these losses were not excluded the price of the Boards, Components and Products would be higher.</p> <p>Nothing in the Lifetime Warranty will limit Etex Building Performance Limited's liability for:</p> <ul style="list-style-type: none"> a. Death or personal injury caused by its own negligence. b. Fraud or fraudulent misrepresentation. c. Any breach of terms implied by section 12 of the Sale of Goods Act 1979. d. Any other liability which cannot be excluded at Law. 	<p>The Lifetime Warranty is not transferable and is limited to the relevant Trading Customer.</p> <p>Etex Building Performance Limited must be given reasonable opportunity to inspect any claim under the Lifetime Warranty prior to any remedial actions. Etex Building Performance Limited shall not be liable for any cost, repair or replacement that is not pre-authorized in writing by Etex Building Performance Limited.</p> <p>Claims will only be investigated when submitted in writing to: Etex Building Performance Limited, Marsh Lane, Easton in Gordano, Bristol BS20 ONE.</p> <p>All other express or implied warranties, representations or other terms are hereby excluded, including but not limited to those covering the quality of the Boards, Components and Products or their fitness for purposes other than the purposes for which they are designed.</p> <p>The Trading Customer accepts the applicability of the Trading Terms and Conditions of Etex Building Performance Limited, which will be set out on the back of your invoice.</p> <p>Term of this warranty to be read in conjunction with the Proprietary Systems Policy Statement.</p>
<p>The Lifetime Warranty does not apply to products and systems suitable for wet and high humidity environments and external applications e.g. Siniat's GTEC Aqua Board, GTEC Render Board and GTEC Weather Defence. Specific warranties relating to these products and systems are available on request from Etex Building Performance Limited.</p>		<p>The terms of these Warranties and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the Law of England and Wales ●</p>
 L1 Michael Connor Technical Services Manager	 L2 Robert Cridford Technical Manager	 L3 Nigel M Morrey Technical Director