

FIBROSEAL WARRANTY

PROJECT NAME : PROJECT NAME
PROJECT ADDRESS : PROJECT ADDRESS
OWNER : OWNER NAME
CONTRACTOR : CONTRACTOR NAME
APPLICATION AREAS : APPLICATION AREA
PRACTICAL DATE OF COMPLETION : DATE OF COMPLETION
TERM OF WARRANTY : YEARS OF WARRANTY

Signed on behalf of
Crommelin

Signed on behalf of
Contractor

Signed on behalf of
Owner name



Please see reverse for details

CONDITIONS

Crommelin and **CONTRACTOR** (collectively referred to as "the Companies") warrant the applied product known as: -

FIBROSEAL (referred to as "the Product")

The Product shall: -

- (A) a. Be free from defect in manufacture;
- b. Meet the specification and properties set out in the relevant Product Data Sheet current at the time of sale;

For a period not exceeding **YEARS OF WARRANTY (YEARS OF WARRANTY)** years from the Practical Completion Date.

In the event that liability under (A) is established, the Companies shall rectify as follows: -

- (B) a. Crommelin will re-supply the Product; and
- b. **CONTRACTOR** will provide all labour required in re-applying.

Both Product and labour provided will be charged at the commercial/trade rate, less a reduction equal to the unexpired portion of the warranty over the total period of the warranty (for example, if 6 years remain of a 10 year warranty, the reduction will be 60% of the invoice value).

The Owner agrees that the liability of the Companies shall be limited to (B) above and shall be at the absolute discretion of the Companies.

This warranty is subject to and conditional upon the following: -

1. The Product shall be applied strictly in accordance with the specifications for its application as set out in the relevant Product Data Sheet current at the time of application.
2. In the event of any alleged fault or deterioration in relation to the Product or its application, the Owner shall give written notice to the Companies within seven (7) days of the discovery of the alleged fault.
3. The Companies do not warrant blistering or fading in colour of the Product or that the Product supplied for rectification shall exactly match the existing material in respect of colour or texture.
4. All other warranties, guarantees or conditions of whatsoever nature, relating to the performance of the Product and whether expressed, implied or give by any agent or employee of the Companies, or any damages or loss of any nature howsoever suffered are hereby excluded.
5. There shall be no liability for the Companies in respect of this warranty for any damage to or defect in the Product caused by the Owner, third parties, fire, storm, vandalism or otherwise.
6. The Companies shall not be liable and shall remain indemnified by the Owner for any loss or damage suffered by third parties or otherwise resulting from the failure of the product outside the period of this warranty.
7. The benefit of this warranty is not assignable without prior consent in writing of the Companies.



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