

AXTER WARRANTY AXTER W S AXTER 25 YEARS AXTER

The roof waterproofing materials supplied by Axter Ltd (Axter) and installed at the address indicated by the named Roofing Contractor are guaranteed to remain in a watertight condition for a period of 25 years from the final acceptance date subject to the terms and conditions set out overleaf. This guarantee also covers the cost of repairing defective Axter roofing due to material or labour faults.

SITE IDENTIFICATION:

AREA:

CLIENT:

ROOFING CONTRACTOR:

SPECIMEN ONLY

MATERIALS SUPPLIED BY AXTER:

BUILDING USE:

FINAL ACCEPTANCE DATE:

LIMIT OF INDEMNITY:

Signed on behalf of Axter Limited:

Signed on behalf of Roofing Contractor:


Phillip Wilcox-Moore FloR

Managing Director

Dated: 20TH NOVEMBER 2020

Name:

Title:

Dated:



WARRANTY NUMBER:

Axter Ltd
Harbour Landing, Fox's Marina,
The Strand, Wherstead,
Ipswich IP2 8NJ

axter.co.uk
01473 724 056
info@axterltd.co.uk
Registered in England 1446923



AXTER WARRANTY

This material and labour Warranty is subject the conditions outlined below:

- 1 (a) that notification has been made to Axter Ltd (Axter) specifying the alleged failure within seven days of discovering same.
- (b) that the Building Owner has arranged for regular inspection of the completed roofing and ensured that the outlets and gutters are clear of debris and that any observed damage is rectified to the original specification by the Roofing Contractor named overleaf.
- (c) that Axter and the Roofing Contractor may have access to the Building at all reasonable times throughout the term of this guarantee for the purpose of inspection.
- (d) that payment in full has been received by both Axter Ltd and the Roofing Contractor at the time the Warranty is sought to be enforced.
- (e) that the Warranty has been signed, by persons in authority, for and on behalf of both Axter and the Roofing Contractor.
- 2 This Warranty shall not apply should the specified roofing works be affected by any act or omission of parties other than Axter or by uses of the premises or perils for which such works were not designed.
- 3 The total accumulated liability of Axter and/or the Roofing Contractor shall not exceed the contract value as stated overleaf.
- 4 That the Roofing Contractor, by signing this Warranty, agrees to keep Axter fully and effectively indemnified from and against all and any claims, demands, costs, and proceedings against Axter arising from any failure on the part of the Roofing Contractor to observe and perform its obligations against any claim arising out of incorrect laying or defective or negligent workmanship. Furthermore, the Roofing Contractor, for the period stated in the Warranty, agrees to carry out remedial works to the roofing shown to be caused by incorrect laying or defective or negligent workmanship arising out of or in connection with the installation of Axter's materials.
- 5 Liability claims for personal injury or consequential damage or loss however caused, including any fixed covering applied over or on to the waterproofing, are accepted only within the terms of Axter's and/or the Roofing Contractor's Public/Product Liability insurance policies.
- 6 This Warranty does not, amongst other things, cover claims due to or arising out of:
 - (a) design or construction faults in the Building unless reasonably apparent and allowed for in the roof design at the time the roofing was carried out.
 - (b) defects known to the Roofing Contractor prior to completion of the installation.
 - (c) failure by the Roofing Contractor to install the Materials in accordance with any instructions made by Axter, the British Standard Code of Practice BS 8217, or other recognised manuals and procedures.
 - (d) materials not supplied by Axter.
 - (e) removal of coverings applied on or over the waterproofing such as thermal insulation, gravel, paving slabs, green roofing, concrete, macadam, etc.
 - (f) liability in respect of damage caused by nuclear explosion, radiation, acts of war, fire, natural disaster and other kindred risks.
 - (g) damage caused by abnormal or inappropriate loading or for uses which were not described in the original Axter specification.
- 6 In the event that the Roofing Contractor is no longer trading at the time this Warranty is sought to be enforced and is therefore unable to indemnify Axter as described in Clause 4 above then this Warranty, as far as workmanship claims are concerned, will be rendered null and void.
- 7 This Warranty shall be governed by and constructed in accordance with English law but in any case does not affect the Customer's Statutory Rights.



Axter LTD, Harbour Landing, Fox's Marina, The Strand, Wherstead, Ipswich, IP2 8NJ
axter.co.uk 01473 724 056 info@axterltd.co.uk
Registered in England 1446923

