

SHARMANS TERMS AND CONDITIONS

1. WHAT THE GUARANTEE COVERS

1.1 The Guarantee applies from the Installation Completion Date that was confirmed by you in your on-line application for this guarantee ("**Application**") and continues for the Guarantee Period specified in the Guarantee. The Guarantee applies only to the Product and not the installation and then only to the Product that was specifically ordered by you for installation at the Property and not to any Product purchased by you other than directly from the Company. For our guarantee to apply flashings must be either manufactured and supplied by HD Sharman or be a minimum of 0.7mm thick plastisol coated galvanised steel such as HP 200 or HPS 200 with welded edges.

1.2 You have confirmed that the details in your Application are correct and that the Product has been installed in accordance with our guidelines with appropriate flashings. You further confirm that the product installed and the subject of this guarantee was ordered from the Company specifically for installation at the property and that no Product installed at the property has been purchased other than directly from the Company.

1.3 The Guarantee is limited to us making good the waterproofing integrity of the Product for the remainder of the Guarantee Period. We may do this by repair, restoration or to the extent that we deem necessary, partial, or whole replacement of the Product. In any event, our total liability under this Guarantee is limited to the purchase price of the Product.

1.4 The remedy set out in paragraph 1.3 above is your exclusive remedy and we exclude all other damages, costs or losses associated with any failure of the Product to the fullest extent permitted by law.

1.5 Neither we, nor any of our employees, agents, subcontractors, or other representatives shall under any circumstances whatsoever be liable to you for any loss or damage caused by a failure of the Product.

1.6 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

2. WHAT THE GUARANTEE DOES NOT COVER

The Guarantee does not apply to and we shall have no liability if any of the statements made in the Application are incorrect or in respect of:

2.1 Defects arising because of misuse or deliberate damage of the Product or where the defect arises because of misuse or deliberate damage to the roof(s) / guttering(s) where the Product is used.

2.2 Defects arising because of a lack of reasonable inspection and maintenance as required by paragraph 3 below.

2.3 Any failure which arises due to any aspect of the Product's installation or maintenance that has not been carried out in accordance with our guidelines or our instructions.

2.4 Defects arising as a consequence of damage to the Product or to the guttering as a result of any act of God, flood, drought, earthquake, or other natural disaster, terrorist

attack, civil war, civil commotion or riots, war, armed conflict, fire, explosion or accident or similar event.

2.5 Defects or leaks arising because of any failure of any component of the roof (excluding the gutter lining) supplied by third parties, including but not limited to, roof sheets, rooflights, fixings, insulation, flashing, walkways, copings, roof top units or equipment.

2.6 Defects or leaks arising from any other cause not attributable to manufacturing defects.

2.7 Defects or leaks relating to Product that was not purchased by you directly from the Company.

3. MAINTENANCE

3.1 You agree to take all reasonable care to inspect your guttering twice annually at a minimum (in autumn and spring). Additional inspections may be necessary after very unusual weather conditions, if other works are being carried out in close proximity to your guttering, or if any known damage has occurred to the roof(s) or guttering(s).

3.2 You must not, without notifying us in advance and receiving our prior written consent in return:

- A) Alter or make any modifications to your guttering, including by way of addition of any fixtures or fittings; or
- B) Apply paints, coatings, or other materials to your guttering.

4. CLAIMING ON YOUR GUARANTEE

4.1 If you wish to make a claim against the Guarantee, you should request our claim form by emailing us at info@hdsharman.co.uk or writing to us at High Peak Works, Chapel-en-le-Frith, High Peak, Derbyshire, SK23 0HW. We must receive a completed claim form as soon as reasonably practicable after that you identify a possible failure of the Product (and in any event within 10 days of such date). You must also provide a copy of the Guarantee.

We will investigate the claim as soon as reasonably practicable. In order to carry out our investigation effectively, which may include taking samples and photographic evidence, you must provide us with safe access to your roof(s) and if necessary, allow us to enter your property. We will report to you with the results of our investigation within 30 days of the date of our initial site inspection.

4.2 You must provide us with any additional information which we reasonably request from you as part of our investigation.

4.3 If you disagree with the outcome of our investigation set out in our report, you must notify us in writing within 14 days of receiving the report. We will then appoint an independent assessor to investigate the failure and report to you their decision. The decision of the independent assessor shall be final.

4.4 If any costs are incurred by either you or us in relation to a dispute described in paragraph 4.3 above, all of those costs shall be paid by whomever the independent assessor directs and equally in the absence of a direction.

4.5 Any successful claim which results in us repairing, restoring or to the extent which we deem necessary, replacing, the Product, will not in any circumstances extend the original Guarantee Period or in any way imply a new Guarantee.

5. GOVERNING LAW AND JURISDICTION

5.1 The Guarantee, these Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and interpreted in accordance with English law.

5.2 We and you irrevocably agree that any dispute or claim arising out of or in connection with the Guarantee or these Terms (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the courts of England.

6. OTHER TERMS

6.1 Except as expressly stated in clause 6.2 below, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee.

6.2 In addition to the rights of the contractor named in the Guarantee as the Beneficiary, each owner of the freehold of the property to which this Guarantee relates and/or the occupier of such property from time to time shall be deemed to be a Beneficiary and thereby be entitled to enforce the terms of the Guarantee.

6.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

6.4 For the avoidance of any doubt, we will only use the personal information which you provide to us for the purpose of the issue of the Guarantee and any claim made under the Guarantee, or as required in relation to these Terms. We will not give your personal information to any other third party without your express prior written consent.

6.5 This guarantee is only valid from the date the goods are paid for in full.

6.6 Guarantees will not be issued where there are known fault(s) / snag(s) outstanding requiring rectification.

January 2025