

Warranty statement: corrugated sheets Neptunus



version 01/10/2012

Warranter: Public limited company Scheerders Van Kerchove's Verenigde Fabrieken (hereinafter called «SVK»), with registered office in B-9100 Sint-Niklaas, Aerschotstraat 114; company registration number 0405.056.855, companies register of Dendermonde.

SVK warrants Neptunus corrugated sheets and accessories in fibre cement insofar as the storage, treatment, construction and maintenance of the SVK corrugated sheets and accessories take place in accordance with the rules and the guidelines of our most recent applicable technical specifications (which can be consulted on our website: www.svk.uk.com), all of which under normal atmospheric conditions and conditions of use.

The following are explicitly excluded from the scope of this warranty and, hence, from any liability whatsoever on the part of SVK:

- Applications that were not carried out in conformity with the technical guidelines of SVK, unless permission was granted for this by SVK in writing;
- Any modification to the appearance of the sheets which does not affect the normal use;
- Any damage caused as a result of exceptional circumstances, such as hail, storm, flood, fire, falling objects, chemical or biological damage and other cases of force majeure;
- Any damage caused by vandalism, improper use and incorrect or insufficient maintenance;
- Any contamination or damage caused by other construction materials and by all other external causes (e.g. subsidence of the building);
- Damage during transport;
- Damage as a result of inappropriate storage;
- Damage covered by another warranty or insurance policy;
- Any material or immaterial consequential damage, loss of profit, losses suffered, moral damage, operational or time losses, or any other additional and/or indirect damage or losses.

Damage or any other circumstance that can give rise to the use of this warranty must be notified to SVK in writing within 8 days of detection of the damage, after which SVK must be allowed sufficient opportunity to go and inspect the damage on site. Damage that is repaired without abiding by these conditions and without permission from SVK shall not be covered by this warranty.

In no case can SVK be held liable to pay more than the total sum of the initial invoice for the sold Neptunus corrugated sheets and accessories in fibre cement.

Only Belgian law shall apply to this warranty. Any disputes shall be brought before the Belgian courts of the judicial district of Dendermonde, which have exclusive territorial jurisdiction. This warranty is only valid within the territory of the United Kingdom.

Please make sure you always consult the most recent version of the warranty and the technical documentation. These can be obtained on simple request through the website www.svk.uk.com. SVK reserves the right to review the technical specifications at any time without prior notification and without this giving rise to any right to damages.

The warranty offered by SVK comprises two components: «material» and «colour»:

A. «Material» warranty

The durability of the Neptunus corrugated sheets and accessories in fibre cement is warranted under the conditions described above for a period of **10 years** starting from the date of delivery; this period cannot be interrupted or suspended. The performance of contractual maintenance work does not give rise to an extension or renewal of the warranty period.

This warranty refers to qualitative and intrinsic characteristics in accordance with the applicable rules.

If the Neptunus corrugated sheets and accessories in fibre cement produced by SVK are found by SVK to be of insufficient quality, then SVK will replace these with new or equivalent materials, which will be delivered carriage paid to site. However, SVK shall not be liable for costs of disassembly, installation, replacement or any other possible costs. If the materials in question are no longer produced or sold by SVK, or if they are no longer available, then SVK commits itself to providing an alternative. However, SVK cannot be held liable in such a situation, nor shall the client be entitled to damages as a result of it.

SVK reserves the right to repair the damaged materials instead of replacing them if we think this is a valid solution in the given circumstances.

B. «Colour» warranty

SVK offers a **5 year** warranty on the colour of its Neptunus corrugated sheets and accessories in fibre cement; this period cannot be interrupted or suspended. The performance of contractual maintenance work does not give rise to an extension or renewal of the warranty period.

The «colour» warranty implies that the basic colour of its Neptunus corrugated sheets and accessories in fibre cement must not change in normal weather conditions, except for the normal ageing process that is inherent to the coating, e.g. patina of the finishing layer.

In the case of exceptional or abnormal weather or environmental conditions which affect the colour of the corrugated sheets, SVK shall not provide any coverage based on this warranty. Only SVK shall be competent to judge this.

If, taking into account the foregoing, abnormal ageing of the colour is detected, then SVK shall repair the colour layer with all appropriate means, if necessary satinising all materials involved.