

Obligations to the Company and Warranty limitations (Soter horizontal life line system)

- 1 Under the Warranty, the Company will make good that section of the roof/cladding, by replacement or otherwise, any failure, resulting from product non-performance which is proved to the Company's satisfaction, provided that :
 - a) There are no chemically active materials present in the application build-up, other than those notified to and agreed with the Company, which will have a damaging effect on the base material.
 - b) Products are used in applications in accordance with the Company's written instructions.
 - c) The products are installed in accordance with the Companies written instructions using the recommended tools.
 - d) No deterioration of the associated materials including sheets, purlins, or spacers takes place which will affect the mechanical performance or weather-tightness of the fitted system.
- 2 The warranty obligations can only apply when the system is installed by an approved Soter Installer & written evidence of annual inspections is provided.
- 3 The Company shall not have any liability for economic or consequential loss for breach of this Warranty.
- 4 This Warranty is given by the Company in reliance upon the accuracy of the answers provided by you to the project questionnaire.
- 5 This Warranty does not :
 - a) Relieve the Designer or Consulting Engineer of his duty to take all loading criteria into consideration and apply the necessary safety factors to the Company's Performance data.
 - b) Relieve the installer of taking reasonable care so as not to damage the purlin nor from reasonable examination of the products during the fixing process, rejecting any damaged or visually defective components.
 - c) Relieve the installer of his duty to install the system in a correct and workmanlike manner.
- 6
 - a) The Company shall only be liable under Warranty, providing that written notice is given within 30 days of the discovery of the alleged defect. If the Company determines that corrective action is needed which is not the responsibility of the Company, then the Warranty shall be immediately suspended and shall only return into validity after the necessary actions agreed by the Company have been taken.
 - b) No remedial works whatsoever shall be undertaken by or on behalf of the purchaser prior to the Company having the opportunity to inspect the works following written notification of the alleged defect.
 - c) If corrective action is needed which is the responsibility of the Company, then its representatives shall be allowed free access to carry out inspections and the Company shall elect to repair, make good and/or replace any parts which are subject to defect or failure at its own discretion, using whatever method, mode and material for replacement or repair, and procedure as it decides, acting reasonably.
- 7 The Warranty is not assignable without the Company's prior written consent.
- 8 The Company will not be liable for any defect which may occur due to change of building use.
- 9 The Warranty will only operate if all the terms of your contract with the Company and all your obligations under the Warranty are fully observed by you.
- 10 The Warranty shall be in addition to your rights at Common Law or under Statute.
- 11 The Warranty shall be governed by and construed in accordance with English Law and you and the Company submit to the jurisdiction of the English Court.