

AS35 INSULATED ROOF & WALL PANEL WARRANTY : TERMS AND CONDITIONS

Steadmans offers below the Limitations and Obligations related to its Warranty for its AS35 insulated roof and wall panels, when fitted fully in accordance with Steadmans recommendations and details. Steadmans Warranty covers the performance of the Steadmans LG200 external coating, in addition to the thermal, fire and structural performance, interstitial condensation resistance and product durability.

All Warranties will be issued for specific named buildings and will illustrate the specific performance Warranty for the installed AS35 panels supplied subject to the terms and conditions set out in the Warranty. Because the Warranty is building specific it is issued only upon receipt of the completed Steadmans Application Form. The Steadmans Warranty is transferable should the ownership of the building transfer to a new owner or tenant subject to the limitations in the clauses in 3.0 below.

1.0 Definitions

- 1.1 "Building Owner" means legal entity which holds the title to the building covered by this Warranty.
- 1.2 "Buyer" means the person who accepts a quotation from Steadmans for the sale of the Goods or whose order for the Goods is accepted by Steadmans.
- 1.3 "Force Majeure" means any cause beyond Steadmans reasonable control, including without limitation Act of God, explosion, flood, fire or accident, war, terrorism, civil disturbance, acts, regulations, or measures of any kind on the part of any governmental, parliamentary or local authority, strikes, or other industrial action, difficulties in obtaining raw materials, labour fuel, parts or machinery, power failure or breakdown in machinery.
- 1.4 "Goods" means such AS35 insulated panels as may be manufactured by Steadmans from time to time in respect of which this Warranty is given.
- 1.5 "Steadmans" means A Steadman & Son, Warnell, Welton, Carlisle, Cumbria CA5 7HH - a division of SIG Trading Ltd. (registered in England and Wales under number 01451007).
- 1.6 "Statutes" means any statutory provision including any regulations made in pursuance thereof as from time to time may be modified, amended, consolidated or re-enacted whether before or after the date of the Agreement.
- 1.7 "Writing" includes facsimile transmission, electronic mail and post and any other comparable means of communication.
- 1.8 "Warranty" means that the company Warrants that the Goods it has supplied for the use in the construction of the above building, will perform their intended function (thermal, structural, fire performance, interstitial condensation resistance and the durability performance for these Goods), for a period of up to 25 years (Steadmans external coating Warranted for periods indicated under section 8.0) and will not need further additional protective treatments other than those in Steadmans inspection and maintenance guidance and will resist the effects of normal atmospheric conditions, including normal marine and normal industrial for the period of the Warranty.

2.0 Warranty

Subject to the provisions of this Warranty:

- 2.1 Steadmans Warrants that the Goods will meet and will remain in conformity with the specification under which they are sold for a period of up to 25 years (panel performance) and up to 30 years coatings performance as defined in section 8.0.
- 2.2 In the event that the Goods are not or do not remain in conformity with their specification as set out in Clause 1.8 as a result of their defective performance, then Steadmans shall either replace the Goods with new Goods or repair them (at Steadmans discretion) without charge to Buyer.
- 2.3 The Steadmans Warranty Period begins on the last date the material is delivered to the site. The Steadmans Warranty for the Goods is subject to the following Limitations and Exclusions.

3.0 Limitations

The Warranty is given by Steadmans and remains valid subject to the following conditions:

- 3.1 This Warranty is given by Steadmans in reliance upon and upon condition of the accuracy of the answers provided by the Buyer for the completion of the Steadmans Warranty Application Form.
- 3.2 In respect of the external coatings this Warranty relates only to the deterioration of the weather side of the insulated panel.
- 3.3 Steadmans duty under this Warranty is restricted solely to the cost of labour and material for restoring the defective panel in order to meet the original Warranty term. Steadmans reserve sole discretion to ascertain appropriate measures to support suitable restoration.
- 3.4 The Buyer shall ensure that the Goods are handled properly and installed by the Contractors at all in accordance with procedures as recommended by Steadmans.
- 3.5 The components used for fitting and installing the Goods must be in accordance with Steadmans recommendations.
- 3.6 The Goods must not have direct contact with, or run off from, materials which advance corrosion.
- 3.7 The atmospheric conditions at the site are, in the period of the Warranty, unchanged from the date the Warranty Application Form was submitted.
- 3.8 Steadmans shall not be liable under this Warranty in the following circumstances:
 - 3.8.1 If a defect in the Goods arises from any drawing, design or specification supplied by the Buyer.

- 3.8.2 Fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Steadmans instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Steadmans approval.
- 3.8.3 Steadmans shall not be liable for any claims, costs or damages under this Warranty or in relation to any defective or allegedly defective installation of Goods for any loss of profit, disturbance or loss of opportunity suffered by the Buyer in each case whether arising directly or indirectly.
- 3.8.4 The internal and external environmental conditions prevailing at the time of product installation are deemed "designed for" and then only when full and accurate audited information is available to Steadmans. Therefore, Steadmans will not accept liability for any defect which may occur to the Goods due to change of building usage.
- 3.8.5 Steadmans shall only be liable under the Warranty provided notice is given to it as soon as practicable in writing in respect of any alleged defect or damage. This Warranty is null and void if an annual inspection of the Goods is not carried out by the Building Owner, at their own expense, and a written report provided of such inspection to Steadmans on the form provided within 14 days of each such annual inspection. Thereafter the Building owner will be required to implement, to Steadmans satisfaction (but not at Steadmans expense under this Warranty) and within 4 weeks of the date of notification, any preventative maintenance recommended in writing by Steadmans. Steadmans can provide access to advice and guidelines regarding safe methods of annual inspection.
- 3.9 Notwithstanding the terms of any other agreement or Warranty that may exist between the Parties, Steadmans shall be under no liability under this Warranty in respect of any defect in the Goods.
- 3.10 Due to variations in atmospheric conditions Steadmans gives no Warranty in respect of the colour of its products, either in internal or external applications.
- 3.11 Excluding all defects, Steadmans shall not be deemed to be in breach of the Warranty by reason of any failure to perform any of Steadmans obligations in relation to the Goods, nor liable for any consequences, if the failure was due to Force Majeure.

4.0 Exclusions

This Warranty does not apply to damage or failure resulting from:

- 4.1 Damage to AS35 panels during storage, transport, installation or fabrication.
- 4.2 Build up of debris or dirt, areas that are not exposed to rainfall are required to be washed at a frequency appropriate to the application and location of the building.
- 4.3 Exposure to harmful fumes, chemicals or gases from either man made or natural sources at or within 400m of the original site.
- 4.4 Exposure to constant temperatures greater than 60°C.
- 4.5 Deterioration as a result of direct or indirect contact with wet, green, treated timber or corrosive materials.
- 4.6 Modifications or alterations to the panel after installation
- 4.7 Corrosion or other effects resulting from elements within the building, entrapment of pollutants within overlaps or from abnormal atmospheric pollution and contact with aggressive fumes or chemicals.
- 4.8 Flood, fire, lightning, abnormal winds, earthquakes, radiation, falling objects, acts of war, terrorism, civil commotion, vandalism, explosion and other extraneous causes.
- 4.9 Contact with sea spray without subsequent washing being undertaken.
- 4.10 Wilful act, negligence or misuse.
- 4.11 Insufficiently sealed overlaps allowing for water retention and other pollutants or ponding on roofs.
- 4.12 The performance of any overpaint or touch-up paint applied to the panels before, during or after installation.

5.0 Obligations of Third Parties

This Warranty does not:

- 5.1 Relieve Building Designers of their duty of care to design details in accordance with recommended good practice nor of their duty to make proper inspection of the construction work.
- 5.2 Relieve Building Owners of their duty to safely and in accordance with HSE guidelines carry out preventative maintenance of the building fabric.
- 5.3 Relieve Sub Contractors employed by the Building Owner, of their duty to install the Goods in a correct, safe and workmanlike manner in accordance with the installation procedures as provided by Steadmans as well as any on-site guidance given by Steadmans during the installation process.



A Steadman & Son

Warnell, Welton, Carlisle, Cumbria CA5 7HH

Tel: 01697 478 277 • Fax: 01697 478 530

Email: support@steadmans.co.uk

Online: www.steadmans.co.uk

6.0 Obligations of the Buyer

- 6.1 Any dispute arising under or in connection with this Warranty shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators in accordance with the rules of that Institute but such arbitrator shall not have the power to award damages against Steadmans.
- 6.2 Provided that within 14 days of any sale, assignment or other transfer of the building Steadmans is given written notice of the new owner's or tenant's details, Steadmans will permit this Warranty to be transferred to the new building owner or tenant subject to the limitations in 3.0 above.
- 6.3 This Warranty will only operate if all the terms of the Buyer's or the Buyer's subcontractor's contract with Steadmans for the purchase of the Goods (including terms of payment and all obligations under this Warranty) are fully observed.
- 6.4 Steadmans shall not be deemed to be in breach of the Warranty by reason of any failure to perform any of Steadmans obligations in relation to the Goods, nor liable for any consequences, if the failure is due to Force Majeure.
- 6.5 Any notice required to be given to the Building Owner or buyer under this Warranty shall be in writing addressed to them at their registered office or principal place of business. Any notice required to be given to Steadmans shall be in writing addressed to Steadmans at the address below.
- 6.6 Subject as expressly provided in this Warranty, all warranties, conditions or other terms implied by Statute or common law are excluded to the fullest extent permitted by law.

7.0 Obligations of the Building Owner

- 7.1 The building must have been registered with us within 3 months of handover of the building to the building owner and within 6 months of supply of the AS35 panels.
- 7.2 To invoke the panel Warranty, the building owner or his agent must notify us in writing within 30 days of the identification of any defect which indicates a failure of the AS35 panels to meet the performance statement contained in this Warranty. Any notification should include the registration number or a copy of these registration details. The owner must give us reasonable opportunity to inspect the defect.

8.0 Coating

The Steadmans Coating Warranty is independent of the panel Warranty, ie no annual inspection of the coating is required, although it is subject to the relevant coating clauses below.

Minimum period in years to first maintenance (UK):

Colours	Wall profiles		Roof profiles	
	Inland	Coastal	Inland	Coastal
Group 1 <small>refer to Steadmans Colour Selector or AS35 technical brochure</small>	30	25	25	20
Group 2	25	20	20	15

- 8.1 The Warranty specifically includes Steadmans LG200 coating, which can be regarded as a maintenance free product provided the building is compliant with CDM/HSE regulations and best practice in design and construction.
- 8.2 Figures under the Coastal heading are for buildings within 1.5 miles of any lake or sea shoreline.
- 8.3 Roofs with finished pitches lower than four degrees are excluded from the Steadmans Warranty.
- 8.4 Premature and excessive deterioration starting at external cut edges is covered by this Warranty. Cut edges are classified as those produced in the manufacturing processes where conventional slitting, shearing and sawing procedures are employed. On-site cut edges created using alternative methods should be subject to best practice and where necessary including painting. Generally, cut-edge deterioration resulting from normal weather conditions will not affect the panel performance, however, in the long term, normal weather conditions may cause some degree of edge peel at panel overlaps and at overhangs above gutters which could affect aesthetics. Where aesthetics are deemed significant, premature and excessive can be defined as either an area greater than 10mm of peellback which has occurred over no less than 10% of exposed edges or 100m of profiled panel sheet edge. In these instances, action is only necessary before the end of the Steadmans Warranty Period.
- 8.5 Obligations of the building owner: In order to instigate this coating Warranty, the building owner or 3rd party acting on his behalf, is required to notify Steadmans in writing within 30 days upon the identification of any defect which suggests that the product is failing to meet the Warranted performance standard. Notification must be made before 5% of the plane area is affected and prior to the expiry date of the Warranty. A copy of the Warranty or the relevant registration number must accompany the notification.

Such notification should be sent to Technical Department, A Steadman & Son, Warnell, Welton, Carlisle, Cumbria CA5 8HH.

9.0 General

This Warranty shall be subject to and construed in accordance with English law; A Steadman & Son and the building owner submit to the non-exclusive jurisdiction of the English courts.