

Tudor Roof Tile Co. Limited

END USER'S GUARANTEE of DURABILITY

- A. Tudor Roof Tile Co. Limited (TRT) manufactures clay roofing tiles ("TRT's Tiles").
- B. TRT's Tiles are supplied to an End User either direct from TRT or via trade merchants/contractors for installation at the End User's premises.
- C. End User means the final owner(s) of TRT's Tiles.

Subject to:-

- 1. The End User having, within 6 months of purchase, registered their/its purchase of TRT's Tiles with TRT via www.tudorrooftiles.co.uk/register.html or in writing by letter ("the End User's Tiles"); and
- 2. TRT having been paid in full and in accordance with its agreed terms for the End User's Tiles

TRT guarantees to the End User the durability of the End User's Tiles against defects arising from the manufacturing process or materials used in the manufacturing process for a period of 30 years from the date of purchase ("the Guarantee Period"), subject to the following conditions:-

- 1. This Guarantee applies only where the End User's Tiles have been installed in accordance with the relevant British Standard Code of Practice (BS 5534) in all respects; and in accordance with TRT's recommended installation practices. TRT is prepared to reduce the minimum pitch for its plain and peg tiles to 35 degrees as opposed to the 40 degrees recommended in BS 5534. The reduction of roof pitch to 35 degrees is solely for the purposes of this Guarantee and does not imply approval of any departures from BS 5534.
- 2. The End User's Tiles are guaranteed only in respect of failure of the body of the End User's Tiles due to defects arising from the manufacture process or materials used in the manufacturing process. This Guarantee does not cover failures to the End User's Tiles caused by abnormal weather conditions, fire, explosion, flood, storm, tempest, impact or damage caused by incorrect installation or routine roof maintenance, or further building or construction work (including, but not limited to, aerial installation).
- 3. Any claim under this Guarantee must be made in writing to TRT (at the address below) specifying the defect to which it relates and be received by TRT within the Guarantee Period and also within 30 days of the date on which that defect would first have been apparent. All claims must be supported by proof of purchase date.
- 4. TRT shall have no liability howsoever arising under this Guarantee except in relation to defects in the End User's Tiles arising from the manufacturing process or materials used in the manufacturing process specified in a claim submitted strictly in accordance with paragraph 3 above. TRT shall be released from all liability under any such claim unless it is established to TRT's satisfaction that the End User's Tiles have been installed in accordance with paragraph 2 above and have at all times been transported, handled, and stored in accordance with TRT's recommendations, and in accordance with good roofing practice. TRT shall also be released from all liability under this Guarantee if the End User's Tiles have been put to uses or exposed to atmospheric conditions other than those considered normal by TRT.
- 5. Claims under this Guarantee are limited to free of charge supply and delivery of replacement tiles for any of the End User's Tiles that have been determined by TRT (acting reasonably) to be defective due to a defect in the manufacturing process or materials used in the manufacturing process. and, for the avoidance of any doubt, will not include any consequential loss (including but not limited to scaffolding and labour costs in connection with the removal of the End User's Tiles and installation of replacement tiles). TRT must be given an opportunity to inspect the End User's Tiles in situ. TRT's decision is final.
- 6. In relation to replacement tiles supplied under this Guarantee, TRT guarantees their durability against defects arising from the manufacturing process or materials used in the manufacturing process for the unexpired portion of the Guarantee Period at the time at which they are supplied on the same terms as this Guarantee.
- 7. This Guarantee does not constitute a variation in our Conditions of Sale except to the extent that it varies the express replacement rights in respect of TRT's Tiles supplied and does not affect the End User's statutory rights.