



Frameclad Limited, Building 33 Bay 9, Second Avenue, The Pensnett Estate, Kingswinford, DY6 7UG

t: 01384 401114 e: enquiries@frameclad.com w: www.frameclad.com

Project Name TBC
Completion Date TBC
Expiry Date TBC

Labour and Material Warranty Programme

Frameclad Limited warrants all of its products, systems and labour for a specific period of time depending on the system or product used. Below is a description of the warranty terms for the various products and systems, as well as the limitations and restrictions that apply.

Frameclad Ltd (Light Gauge Steel Framing) System

The above system is warranted against manufacturing defects and labour defects for a period of Ten (10) years from the date of practical completion of the project, against failure, so long as the product integrity is maintained, when the products are installed in accordance with Frameclad Limited published specification and application instructions. The warranty applies to both insitu applied systems and to systems applied using a prefabricated system.

The warranty only covers Frameclad Limited labour and materials, which are defined to include:

Materials

Frameclad Ltd 75, 100, 150, 200 & 250mm sections in 1.2, 1.5 & 2.0mm light gauge steel frame 'C' and 'U' sections forming walls and joists, and other ancillary items detailed in the original project quotation.

Labour

All Frameclad Limited labour costs associated with the manufacturing, assembly and erection (if applicable) of the above components and works relating to the original project quotation.

Limitations and Exclusions

The following limitations and exclusions apply to all Frameclad Limited warranties:

1. No warranty whatsoever is made with respect to any materials other than the Frameclad Limited products specifically identified above, even if such other materials are used in the installation of the Frameclad Limited products. Further, no warranty is made whatsoever for any damages caused in whole or in part by any of the following; acts of God or natural phenomenon, such as but not limited to falling objects, fire, earthquakes, floods, tornadoes, hurricanes or pests; unusual air pollution or chemical fumes in the atmosphere; architectural, engineering or other design deficiencies; defective or improper workmanship by the contractor installing the Frameclad Limited products or failure on the part of the contractor to follow Frameclad Limited current published application instructions, specifications or details; nor for other damage or injury not solely and directly caused by a failure of the Frameclad Limited products to perform as warranted.
2. The warranty shall be void and Frameclad Limited will make no warranties whatsoever with respect to the Frameclad Limited products (i) if they are intermixed with other materials not specifically required by Frameclad Limited or if there is a substitution of any of the components included in any of the Frameclad Limited systems: or (ii) if Frameclad Limited shall not have been paid in full.
3. Frameclad Limited shall not be responsible for incidental or consequential damage of any kind. The sole responsibility and liability of Frameclad Limited under the warranty shall be to repair and replace, at its option and by a contractor selected by it, the Frameclad Limited products shown to be defective during the warranty period. Frameclad Limited shall undertake to make such repairs or replacement as it deems necessary in order to return the Frameclad Limited products to a commercially acceptable standard. No other expenses or charges will be permitted. Notwithstanding the above, under Frameclad Limited Finishes and Coatings Warranties, Frameclad Limited sole liability and responsibility shall be to provide a sufficient amount of replacement material to replace defective material or at its option, refund that portion of the purchase price related to the defective products.
4. The warranty is issued to the original owner of the structure to which Frameclad Limited products shall have been incorporated and may not be transferred or assigned except to a subsequent owner of the structure upon written notice to Frameclad Limited.
5. Since the goods subject to the warranty are building materials and are not intended to be sold to a consumer except as part of real estate or a major addition thereto, the warranty does not apply to any party constituting a consumer as such term is defined by the Magnuson-Moss Warranty Act.



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6. Frameclad Limited shall not have any obligations under the warranty unless the owner notifies Frameclad Limited in writing at Building 33 Bay 9, Second Avenue, The Pensnett Estate, Kingswinford, DY6 7UG for the attention of the attention of the Technical Department within 30 (thirty) days of discovery of the alleged defect(s). Frameclad Limited deems necessary to investigate and determine the cause of the defect. The owner shall cause temporary repairs to be made if necessary to avoid further damage until the cause of the problem is determined and permanent repair recommendations can be made.

This constitutes the entire warranty agreement for the Frameclad Limited products and its components. Except for the warranties expressly stated above, Frameclad Limited does not make any other warranties expressed or implied and Frameclad Limited expressly disclaims any implied warranties or merchantability of fitness for a particular purpose.

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Signed For and on Behalf of Frameclad Limited

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Date

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Position in Company