

Certificate of Guarantee

*This certificate warrants the full **Repair Care System** and **Dulux Weathershield Preventative System** by **Timbercare Nationwide Ltd** shall be free from defects in workmanship and that the customer shall be entitled to free labour by Timbercare Nationwide Ltd to fix such defect for a period of 8 years.*

PARTIES TO THIS AGREEMENT

Timbercare Nationwide Ltd, Unit 3, 6 Spa Lane, Wigston, Leicester LE18 3QD

Property Address – [REDACTED]

For the project - **Pullens Estate Window Refurbishment**

On behalf of the client – **A & E Elkins Ltd**

THE GUARANTEE

For the term of this guarantee, from the date below, Timbercare Nationwide Ltd gives a full guarantee that the products contained in the Repair Care DRY FIX, DRY FLEX and DRY SEAL range are fit for purpose when all timber repairs are carried out in full accordance with the Repair Care Method.

The guarantee is granted on the adhesive properties of the Repair Care products as well as on the adhesive properties of any approved primer coat applied directly to the Repair Care products i.e. the Dulux Weathershield Preventative System.

This definition is intended to cover any splits, cracks or shrinkage of the product used.

EXCLUSIONS

This guarantee only applies to the Repair Care System and to products which have been supplied and approved by Repair Care, Dulux and Timbercare Nationwide Ltd.

Timbercare Nationwide Ltd accepts no liability for any shortcomings caused by:

- Hidden defects of a structural nature
- Accumulation of moisture and/or leakages
- Moisture penetration from within the structure
- Application to improperly prepared surfaces
- Wilful damage
- The use of unapproved paint systems
- The use of inappropriate timber causing excessive movement in the repair
- System failure due to lack of maintenance

CLAIMS PROCEDURE AND RECTIFICATION

For a term of this guarantee the client is entitled to replacement of the Repair Care or Dulux Weathershield products or compensation for any damage sustained to the building as a result of faulty Repair Care, Dulux Weathershield products. This is on condition that the client is able to prove the Repair Care products that have been used were faulty.

For the term of this guarantee the client may make a claim for repair work. If it is established beyond question that the products supplied by Repair Care or Dulux via Timbercare Nationwide Ltd are faulty.

Repair Care, Dulux and Timbercare Nationwide Ltd reserves the right to carry out inspection work, monitoring and microscopic research with regard to this project in question at any time, not only prior to but also during the full term of the Guarantee.

Obligations under this Guarantee will be met after completion of a thorough investigation into the cause or causes of the fault or faults. Replacements will be carried out after Timbercare Nationwide Ltd and the client have come to an agreement. Repair work will be undertaken as soon as is practicable and reasonable for Timbercare Nationwide Ltd which will often be during the next maintenance cycle or redecoration period.

ARBITRATION

Any disputes arising from this guarantee certificate, including those which are considered to be a dispute by only one of the parties, will be settled by way of arbitration in accordance with the provisions laid down in the articles of association of the current arbitration board for the building industry, which were current three months before this certificate was issued.

This Guarantee does not confer any rights other than those expressly set out above and does not cover any claims for consequential loss or damage. This Guarantee is offered as an extra benefit and does not affect your statutory rights.

Date: 2nd June 2016



Signed on behalf of Timbercare Nationwide Ltd
Paul Walker
Director



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