

Building Systems Distribution Ltd / Thomsit Warranty Agreement

This Warranty is specific to:

Client:

Installing Company:

Project/Phase of Project:

Issue Number:

Date:

This Warranty is given in respect of the satisfactory quality of product(s) supplied and their fitness for the purpose recommended. The warranty is given on the basis of the specific BSDL / Thomsit Recommendations for Installation (BSDL / Thomsit-Spectext) for the project or phase of project, as stated above, and requires that the installing company comply with these recommendations. Any other warranties, conditions or other undertakings concerned with the product(s) whether express or implied by statute, common law, custom, usage or otherwise, are excluded from this warranty.

The warranty will run for a period, which runs concurrently with the written warranty supplied by the floorcovering manufacturer, and ends at the end of the written warranty period provided by the floorcovering manufacturer – provided that the BSDL / Thomsit product(s) and/or product system is installed strictly in accordance with the specific BSDL / Thomsit Recommendations for Installation, including the General Requirements & Conditions Applicable to BSDL / Thomsit Recommendations for Installation, related to this project.

In the event of a BSDL / Thomsit product(s) or product system failure, found to be the cause of a defect in the product(s) supplied and/or a deficiency in the written recommendation(s) provided, having caused damage to third party property, the Company undertakes to pay for the full removal of the defective BSDL / Thomsit product(s) and damaged third party property. The Company also undertakes to replace the BSDL /Thomsit product(s) and damaged third party property (with equivalent or nearest equivalent if discontinued) and pay for all reasonable and justifiable labour in regard to the installation of the BSDL / Thomsit product(s) and replacement third party property.

The liability of this Warranty is limited to, and shall not exceed £100,000 (one hundred thousand pounds sterling) for Product.

The liability of this Warranty is limited to, and shall not exceed £100,000 (one hundred thousand pounds sterling) for written specification(s).

This Warranty is Subject to the Following Exclusions:

1. Any damage to the BSDL / Thomsit product(s), mechanical or otherwise, or any deficiency in the application of the Thomsit product(s), whatsoever, except for damage caused by the negligence of BSDL / Thomsit, its officers or employees.
2. Any damage, mechanical or otherwise, to the Thomsit / BSDL product(s) caused by the installation, the removal, the repair, or the replacement of the floorcovering – unless the installation, the removal, the repair and/or the replacement is effected with BSDL / Thomsit written approval, BSDL / Thomsit written recommendation(s) and BSDL / Thomsit product(s).
3. Manufacturing defects within the floor covering, or where damage is caused to the floorcovering by misuse, excessive wear & tear, inappropriate or improper installation or maintenance.
4. Any design and/or structural defect, deficiency or movement in the building, including excessive thermal movement or reflective cracking – other than that which the building has been designed to accommodate.
5. Any change in occupational use of the building without prior notification to BSDL / Thomsit.
6. Any compressive or wearing load influences, outside of those recommended for the BSDL / Thomsit product(s).
7. Any damage caused by Force Majeure, including but not limited to, nuclear explosion, explosion, terrorism, fire, flood or other moisture ingress, earthquake, ground-heave or any other phenomena affecting the structure of the building, substrates and/or BSDL / Thomsit product(s).

Any claims must be notified in writing to BSDL / Henkel Thomsit within 30 days of the discovery of any defect and BSDL / Thomsit shall be entitled to inspect and investigate the alleged defect before accepting liability for any breach of this warranty.

Any dispute arising between the Parties in connection with this agreement shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force at the date of this agreement. The tribunal shall consist of three arbitrators. The place of the arbitration shall be London and the language of the arbitration shall be English. In the event that for whatever reason, any clause herein is found to be unenforceable, it does not affect the enforceability of any other clause(s) herein. This warranty shall be governed and construed in accordance with English law.

SPECIMEN – NOT FOR ISSUE