

PRODUCT WARRANTY

Petrarch Limited confirms a functional warranty for a period of **50 YEARS** on Petrarch Rainscreen Cladding Panels (“Panels”) from date of delivery subject to the following terms and conditions.

1. WARRANTY COVERS:

1.1. 50 years

- Material: Mechanical and physical characteristics of the panels as defined in Petrarch Technical Manual at the time of delivery.

2. WARRANTY DOES NOT COVER:

- where the Panels are damaged because of the use of unsuitable products, materials, fixings, and accessories (including the use of sealants) with the Panels
- where the Customer has been negligent or reckless in the storing, fitting, application, or maintenance of the Panels
- inappropriate Panel fabrication outside of Petrarch Limited factory, either at a fabrication shop and/or on the building site
- parts, products, materials, or equipment not manufactured by Petrarch Limited.
- fair wear and tear, weathering, production batch-to-batch colour variation and surface characteristics as defined in Petrarch Technical Manual at the time of delivery.
- defects or deficiencies arising due to climatic conditions or special local conditions (such as exposure to sunlight and weather conditions, climate and/or pollution) or because of a breach of the conditions outlined in Section 4.
- dilapidation, accidental or wilful damage, negligence, abuse, abnormal working conditions or misuse or alteration or repair of the material without Petrarch Limited’ approval.
- ancillary items such as fixings, trims, etc. functional performance.
- any installation, removal, or replacement costs.
- where Petrarch Limited has not been paid in full for the Panels by the Customer by the due date for payment in accordance with the Terms and Conditions of Sale.

3. WARRANTY CLAIM

- 3.1. Should the Panels appear to suffer defects within the duration of this warranty, Petrarch Limited must be advised in writing within 7 days from the date of delivery or, where the defect was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure.
- 3.2. Petrarch Limited shall be permitted to inspect the affected Panels to verify the defectiveness and the Customer’s compliance with the terms of this warranty and the Terms and Conditions of Sale. After such inspection and verification and provided that the terms of this warranty and the Terms and Conditions of Sale have been observed and performed in full and that none of the exclusions set out above apply, Petrarch Limited will deliver to the Customer new Panels of the same or similar type and grade as originally supplied in an equal amount to that which is accepted as defective.

- 3.3. If the replacement Panels are unavailable, alternative Panels will be supplied. Alternatively, at Petrarch Limited' sole discretion, Petrarch Limited may refund the price of the Panels or a proportionate part of the price to reflect the value of the defective proportion of the Panels. Price would be limited to the original purchase price paid.
- 3.4. Replacement panels shall be covered by this warranty, but the warranty duration will not restart upon the provision of such replacement panels; the duration will continue from the date of delivery of the original Panels. Replacement panels shall not be subject to separate warranty provisions other than as set out in this on-going warranty.

4. TERMS AND CONDITIONS

- 4.1. The Panels must be stored, handled, and installed in accordance with all Petrarch Limited specifications and instructions given or in effect at the time of installation.
- 4.2. Petrarch Limited shall have no liability in respect of any defect in the Panels arising from any drawing, design or specification supplied by the Customer or the Customer's representative.
- 4.3. Petrarch Limited shall have no liability for any services and/or deliverables that are supplied without charge.
- 4.4. Petrarch Limited shall not be responsible for any installation, removal, or replacement costs.
- 4.5. This warranty is not capable of assignment or transfer without the prior written consent of Petrarch Limited.
- 4.6. Please note that this warranty supersedes all other warranties which may apply to the Panels including those implied or expressly applicable to the Panels whether or not contained in statute or in the Terms and Conditions of Sale.
- 4.7. The supply of Panels is subject to the Petrarch Limited Terms and Conditions of Sale dated 2018 which shall apply to the sale and ongoing use of the Panels save for the warranty provisions which are superseded by the warranty terms set out in this document.
- 4.8. This warranty shall be construed in accordance with and governed by the Laws of England and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.
- 4.9. All warranty claims will be subject to:
 - Project warranty sheet being completed and endorsed by Petrarch Limited.
 - Presentation of packing and delivery documents.
 - Payment in full being received for all goods supplied against the project.
 - Building Regulations at the time of delivery must have been adhered to.

5. PROJECT INFORMATION

Customer Name and
Address:

Project Name & Full
Postal Address:

Materials

Thickness

Colour

Finish

Quantity

Construction Period

Petrarch Limited
Order Reference/s

Architect

Main Contractor

Sub-Contractor

Confirmation by the customer of notice and acceptance (prior to commencement of construction) or adherence (after completion of construction) to the Petrarch Technical Manual:

Customer Name:

Petrarch Limited:

Signed

Signed

Date:

Date: