

# WARRANTY STATEMENT

## ARDONIT. MONTANA SLATES



Version 01.11.2021

Warrantor: Public limited company Scheerders Van Kerchove's Verenigde Fabrieken (hereinafter called «SVK»), with registered office in B-9100 Sint-Niklaas, Aerschotstraat 114; company registration number 0405.056.855, companies register of Dendermonde.

SVK warrants Ardonit slates and accessories in fibre cement insofar as the storage, treatment, construction and maintenance of the SVK slates and accessories take place in accordance with the rules and the guidelines of our most recent applicable technical specifications (available on request and be easily to be consulted on our website: [www.svk.be](http://www.svk.be)), all of which under normal atmospheric conditions and conditions of use.

The following are explicitly excluded from the scope of this warranty and, hence, from any liability whatsoever on the part of SVK:

- Applications that were not carried out in conformity with the technical guidelines of SVK, unless permission was granted for this by SVK in writing;
- Any modification to the appearance of the slates which does not affect the normal use
- Any damage caused as a result of exceptional circumstances, such as hail, storm, flood, fire, falling objects, chemical or biological damage and other cases of force majeure;
- Any damage caused by vandalism, improper use and incorrect or insufficient maintenance;
- Any contamination or damage caused by other construction materials and by all other external causes (e.g. subsidence of the building);
- Damage during transport; damage as a result of inappropriate storage;
- Goods must be checked for visible defects upon delivery. These must be reported immediately. In this case, mounting = accepting.
- Damage due to incorrect or careless assembly
- Damage covered by another warranty or insurance policy;
- Damage as a result of additional constructions (solar panels, etc.) on the slate roof, which have not been installed in accordance with the guidelines in the most recent technical data or for which the necessary preliminary stability calculations have not been carried out
- Any material or immaterial consequential damage, loss of profit, losses suffered, moral damage, operational or time losses, or any other additional and/or indirect damage or losses.
- The relevant invoice must be paid in full within the set term

Damage or any other circumstance that can give rise to the use of this warranty must be notified to SVK in writing within 8 days of detection of the damage, after which SVK must be allowed sufficient opportunity to go and inspect the damage on site. Damage that is repaired without abiding by these conditions and without permission from SVK shall not be covered by this warranty.

In no case can SVK be held liable to pay more than the total sum of the initial invoice for the sold Ardonit slates and accessories in fibre cement.

Only Belgian law shall apply to this warranty. Any disputes shall be brought before the Belgian courts of the judicial district of Dendermonde, which have exclusive territorial jurisdiction. This warranty is only valid within the territory of the **United Kingdom**.

Please make sure you always consult the most recent version of the technical documentation. These can be obtained on simple request through the website [www.svk.be](http://www.svk.be). SVK reserves the right to review the technical specifications at any time without prior notification and without this giving rise to any right to damages.

### A. «Material» warranty

The durability of the Ardonit slates and accessories in fibre cement is warranted under the conditions described above for a period of **30 years** starting from the date of delivery; this period cannot be interrupted or suspended. The performance of contractual maintenance work does not give rise to an extension or renewal of the warranty period.

This warranty refers to qualitative and intrinsic characteristics in accordance with the applicable rules.

If the Ardonit slates and accessories in fibre cement produced by SVK are found by SVK to be of insufficient quality, then SVK will replace these with new or equivalent materials, which will be delivered carriage paid to site. However, SVK shall not be liable for costs of disassembly, installation, replacement or any other possible costs. If the materials in question are no longer produced or sold by SVK, or if they are no longer available, then SVK commits itself to providing an equivalent alternative. However, SVK cannot be held liable in such a situation, nor shall the client be entitled to damages as a result of it.

SVK reserves the right to repair the damaged materials instead of replacing them if we think this is a valid solution in the given circumstances.

### B. «Colour» warranty

SVK offers a **10 year** warranty on the colour of its Ardonit slates and accessories in fibre cement; this period cannot be interrupted or suspended. The performance of contractual maintenance work does not give rise to an extension or renewal of the warranty period.

Only slates with the same production date should be placed on the same roof/facade surface. Slates with different production dates should not be installed on the same roof/facade surfaces.

The «colour» warranty relates to the adhesion of the coating and to the preservation of colour. "Color retention" means that the basic colour of the coated slates and fibre cement fittings guarantees a homogeneous and even evolution of the appearance, while preserving the basic shade, taking into account a patina specific to each aging process

In order to claim the warranty, the defects must amount to at least 10% of the relevant surface. The warranty is provided after deduction of a depreciation due to wear. The value of this depreciation and corresponding costs of any intervention will be passed on to the client

In the case of exceptional or abnormal weather or environmental conditions which affect the colour of the slates, SVK shall not provide any coverage based on this warranty. Only SVK shall be competent to judge this.

If, taking into account the foregoing, abnormal ageing of the colour is detected, then SVK shall repair the colour layer with all appropriate means, if necessary painting all materials involved. Color differences between originally installed and replaced or repaired products, respectively, are not grounds for a new complaint and are not covered by the warranty