

# ARDEX GROUP UK

## 10 YEAR UK PRODUCT WARRANTY AND TERMS AND CONDITIONS



### Scope

ARDEX Group supplies products under a range of Brands into the UK and Ireland markets.

This Warranty applies to the Products and Brands set out in the table below whether used individually or in combination provided they are used in accordance with the relevant product datasheets and the warranty terms and conditions below.

This Warranty applies only to Products purchased and used in the UK and Ireland directly from one of the Brands or a Brand authorised stockist. Products and Brands to which this warranty applies:

“Brand(s)” to which this Warranty applies	Website address for product datasheets	“Products”
ARDEX	ardex.co.uk	[ALL]
BAL	bal-adhesives.com	[ALL]
WEDI	wedi.net/uk	[ALL]
GUTJAHR	gutjahr.com/en	[ALL]
KNOPP	knopp-chemie.com/en/products	[ALL]
LOBA	loba.de/int_en/	[ALL]
WAKOL	wakol.com/en	[ALL]

***Products not listed in the table above do not qualify for warranty protection under these Warranty Terms and Conditions.***

Any queries relating to the warranty, or claims under this warranty should be addressed to Ardex UK Ltd as detailed in section 19 of the below Terms and Conditions.

If the Products were purchased either directly from ARDEX or from an authorised stockist, your purchase is subject to either paragraph 1 or 2 directly below (as applicable) in addition to the rest of these Warranty Terms and Conditions:

1. Purchase of ARDEX products directly from Ardex, is subject to the ARDEX General terms and Conditions of Sale which can be found online at [www.ardex.co.uk](http://www.ardex.co.uk). These Warranty Terms and Conditions are incorporated by reference into the General terms and Conditions of Sale.
2. If you purchased products from an authorised stockist, this warranty is separate from any warranty or guarantee offered by the ARDEX stockist you purchased from.

The conditions below outline the terms on which ARDEX ("we" or "us"), provides warranty cover for the Products.

**This warranty does not apply to any Products used in any external locations including those which are subject to the effects of weather including, but not limited to, balconies, patios or facades. For warranties for products for these applications contact Ardex Customer Services.**

**This warranty does not apply if you are eligible to make a warranty claim under any other warranty or guarantee offered by Ardex or the other brands directly for the Product or Products you purchased.**

#### **The Warranty**

In consideration for your purchase of Product(s), we warrant to you, subject to the conditions contained herein, that for the Warranty Period, the Products will perform in accordance with the specification set out in the relevant Product data sheet, when used in accordance with the terms and conditions of this warranty, the relevant Product data sheet and any instructions and/or guidance issued by us from time to time.

The Warranty above shall be valid for a period of 10 years from the date of purchase of the relevant Products (or the earliest of such dates where multiple Products have been purchased for use in combination on different dates), as evidenced by a valid receipt (the "Warranty Period").

The relevant Product data sheet is the data sheet for the Product which was published at the date of purchase of the relevant Product. The relevant Product data sheet can be accessed via the relevant Brand website (as set out above) or by contacting us at the address: ARDEX UK Ltd, Homefield Road, Haverhill, Suffolk, CB9 8QP

In the event of a proven failure of a Product to perform in accordance with the specification set out in the relevant Product data sheet we will, at our cost, and at our option, either replace the defective Product, or part thereof, or refund you the price of the defective Product (pro rata depending on how much of the Product is defective). In addition, we will reimburse you for all direct, necessary and reasonable labour costs incurred by you in removing the defective Product (or part thereof) and relaying a replacement Product, up to a maximum value of 5 times the value of the part of the Product which is defective at time of removal. Subject to clause 16 below, this is your sole and exclusive remedy for defective Products. This does not extend to the cost of removing or replacing Product from other areas which is not proven to be defective.

#### **OUR LIABILITY UNDER THIS WARRANTY IS SUBJECT ALWAYS TO THE FOLLOWING CONDITIONS:**

##### **Storage, Use and Aftercare of the Products**

1. The Products must:
  - 1.1 be used strictly in accordance with the relevant Product data sheet and any instructions issued by us from time to time related to the use and application of the Product.
  - 1.2 be stored according to the instructions on the relevant Product data sheet and used within the stated shelf life (found on the Product packaging); and,
  - 1.3 be used only in accordance with good construction and engineering industry practice and European or British Standard Codes of Practice.
  - 1.4 not be subjected to conditions that they are not designed for, such as excess loading, or moisture (such as if the products are not designed for use in damp or wet conditions).
  - 1.5 must be properly maintained (including in accordance with any instructions or recommendations issued by us),
  - 1.6 must not be subjected to any use which is not contemplated by the relevant Product data sheet; and
  - 1.7 only be exposed to fair wear and tear.
2. It is your responsibility to ensure that any sub-floor/substrate on which the Products will be used is:
  - 2.1 adequately prepared in accordance with standard practice in the building adhesives industry; and,
  - 2.2 adequately sound and of sufficiently substantial nature to support the Products for your intended application in their used state.

##### **Making a claim**

3. In the event you need to make a warranty claim you should write to us at the address stated below with full details of the claim.
4. Within 30 days from the date we receive a claim, we may, at our discretion, undertake an inspection of, the relevant Products, and/or premises where the products were used, and/or the alleged damage, to determine if a claim is valid. We reserve the right not to make a decision on any claim until we have carried out an inspection of the relevant Products, premises or alleged damage.
5. If applicable, no claim shall be investigated until we have been paid in full for the Products.
6. If a claim is valid then, subject to clause 16 below, ARDEX's sole and exclusive responsibility and your exclusive remedy for breach of this warranty is as set out above in the section "The Warranty".
7. You will be responsible for providing access to the Products, including removing any materials or equipment that cover or otherwise prevent access to the Products, and for clearing the area surrounding the relevant location where the Products have been used in order that inspection and/or repair work can be undertaken.
8. You must not undertake, or allow any other person to undertake any remedial action in relation to the defective Products or any damage caused by the defective Products until ARDEX has let you know whether or not your claim is valid.
9. If you purchased further Products which are not defective as part of the same recommendation as the defective Product(s), or only part of the Product you purchased is defective, your claim will be assessed on a pro rata basis.

##### **Warranty Limitations and exclusions**

10. This warranty is subject to you giving written notice of the defect to us within 30 days of when you discover or ought to have discovered the defect. You cannot make a warranty claim under this warranty outside that 30-day period.
11. You cannot claim under this warranty for damage to, or deterioration of, or any defect in, the Products which is caused by the following:
  - 11.1 your acts or omissions;
  - 11.2 secondary efflorescence;
  - 11.3 any works carried out by a third party to any part of a building project where the Products have been used, including replacing or repairing floor coverings, partition walls, etc;
  - 11.4 by chemicals not reasonably expected to come into contact with the Products when they are used for their intended purpose and in accordance with the terms of this Warranty, the relevant Product Data Sheet and any instructions or recommendations given to you by Ardex or one other Brands directly from time to time.
  - 11.5 by reason of any other product used by you in conjunction with our Products which is not compatible with our Products, including use of multiple Products across the Brands together, if such use is not recommended or set out in the relevant Product data sheets;
  - 11.6 modification of the Products, including as caused by leaching or movement of constituents of other materials in a building project such as solvent based systems which the Products are not designed to withstand;
  - 11.7 inappropriate cleaning regime or cleaning materials;
  - 11.8 differential movement of parts of a building project, such as wood-based sheets and boards, concrete, render, screeds, floor coverings, howsoever caused including, but not limited to, thermal or moisture movement;
  - 11.9 natural or man-made disasters, including but not limited to storms, gales, hail, flood, lightning, strong wind conditions, earthquakes or movement, fire;
  - 11.10 vandalism or malicious interference;
  - 11.11 structural failure including but not limited to, settling or shifting of any building/s or part thereof in relation to which the Products are used, movement, cracking or deflection of structures, or foundations or any component supporting or affecting the Products.
12. No remedial work must be attempted without our prior written agreement. Any remedial work undertaken will invalidate this warranty.
13. If you make further use of the defective Products after notifying us of a warranty claim/potential defect in respect of that Product, you will not be able to claim under this warranty.
14. Except as provided in these warranty terms and conditions, all other warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
15. Neither ARDEX, nor any of the other Brands shall, whether under this Warranty or otherwise, be liable in contract, in tort or otherwise for:
  - 15.1 the improper use of the Products, or the standard of installation/ application (and ARDEX does not, in any way guarantee any such use);
  - 15.2 any loss of profits, business, revenue, goodwill or anticipated savings or for any indirect or consequential loss or any pure economic loss whatsoever and howsoever arising, or;
  - 15.3 any amount in excess of the cost of replacing the defective Products and reimbursing the direct, necessary and reasonable costs as set out in "The Warranty" section above.
16. Nothing in this Warranty shall limit or exclude the liability of ARDEX for death or personal injury caused by ARDEX's negligence, for fraud or fraudulent misrepresentation, or willful misconduct, or for any other liability which it would be unlawful to exclude or restrict liability.
17. This Warranty is personal to the customer who purchased the relevant Products and may not be assigned to anyone else without our written consent.
18. This Warranty is not intended to confer a benefit on any other party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
19. The laws of England and Wales apply to this Warranty, and the courts of England will have exclusive jurisdiction.
20. No claim under or in connection with this Warranty shall be permitted after the expiry of the Warranty Period.
21. To the extent that any provisions of this Warranty conflict with the provisions of the General Terms and Conditions of Sale (if applicable), the provisions of this Warranty will take precedence.
22. The postal address to direct warranty claims to is: The Company Secretary, ARDEX UK Ltd, Homefield Road, Haverhill, Suffolk, CB9 8QP