

CERTIFICATE OF WARRANTY (20 Years)



UK LTD reg no 9641639

DAMPPROOF COURSE /TIMBER TREATMENT

1. Pursuant to the terms of the Contract this Warranty is issued by DAMPSHIELD UK LTD (the Company) for the work carried out at the property by the Company's operatives in accordance with the recommendations of the Company's Technical Advisors in the Specification, only in respect of their injected damp-proofing system to prevent rising dampness or the protection against woodborer attack and/or fungal decay "providing that all surfaces and ends of any timber member are accessible for treatment". This warranty is only valid when produced with the original relevant invoice, estimate, specification & plan etc

2. In the event of any visible failure of the said system within a period of twenty years from the date of completion of the work the Company warrants that it will, upon production of the Warranty, Survey Report if applicable, Plan, Estimate, Invoice and proof that the account was settled in accordance with the Company's terms of payment in full, inspect the treated premises at a mutually convenient time and carry out such re-treatment as the Company deems necessary, to correct a failure, without charge for labour or materials, subject to an initial inspection fee, which will be refunded if it is proved that the work covered by this guarantee is defective due to faulty workmanship. Such work to be carried out at the time the Company shall consider appropriate having regard inter alia to weather conditions.

3. The Warranty shall not apply however, where the said method or treatment carried out by the Company as listed in our Survey Report has been disturbed, removed, renewed, or where subsidence or settlement has taken place or work carried out by others which does not comply with our recommendations or where materials are used other than any of those listed above and in those events the Company reserves the right to charge the Client for its services in inspecting and repairing the method

4. Nothing contained in the terms of this Certificate shall be construed as depriving either the person or persons claiming benefit hereunder or the Company, of their respective rights under Common Law.

5. In the event of the property being sold, the Company will recognise the new owner as having the benefit of the unexpired portion of this Warranty subject to a minimal transferral fee. Such notice to be given within 30 days of the new owner acquiring the property.

6. It shall be a condition precedent of the company being liable under this Warranty that:-

- a) Any works being necessary to remove any source of dampness in connection with treatment for fungal decay shall have been properly carried out without delay.
- b) Any other essential work to maintain water tightness shall have been completed in reasonable time and in accordance with sound building practice.
- c) The Client (or his successor as Owner of the property) shall be responsible for the full and proper maintenance at all times, of all water and water-disposal systems and other services in the property.
- d) Fungicide/insecticide, treatments warranted shall exclude plywood, chipboard, contiboard, blockboard and soil oversites, unless specifically defined in the Report and the Company shall not be liable for any damage to furniture or personal effects resulting from any claims arising under this Warranty.
- e) Recurrence of decay or damp due to defects in (or originating in) adjoining property, or due to restricted ventilation to floors, sub-floor voids or roof spaces shall render this Warranty invalid for the area in question.
- f) Any liability of the Company on any claim shall be restricted to the re-injection of the damp proof course or retreating of the timbers, as applicable, or in any event, up to a maximum of the original cost of the works. No responsibility beyond this will be accepted.
- g) Any claim under this Warranty shall only be valid where the defect has originated from the area/s treated.
- h) The Company will not be under any liability under this warranty until the full invoice price has been paid along with any other costs and interest due in the event of overdue accounts and shall have no validity if the account has exceeded 21 days overdue.

7. Any replastering work associated with the Treatment, if carried out by other than the Company, shall be strictly in accordance with the Company's specification for such work. Non-compliance will render this Warranty invalid.

DATED AS PER INVOICE DATESIGNED ... *M.J.Saunders* for and on behalf of DAMPSHIELD UK LTD

IMPORTANT-THIS IS A VALUABLE DOCUMENT. PLEASE RETAIN IT WITH THE OTHER RELEVANT PAPERS IN A PLACE OF SAFE KEEPING. DUPLICATES ARE NOT AVAILABLE

SAMPLE