



The Guarentee



The Guarantee

This guarantee refers to the supply of “Befab Ltd” Agribuild (animal house) materials. For use in livestock housing excluding pig housing and poultry housing to the purchase of said materials. The guarantee shall enter into effect from the date of sale of the Product and shall not exceed the time period of 20 years. Should the product not be paid for in full, the guarantee will not become effective.

For the guarantee to become effective, the products must be installed within 2 months of sale and, during storage on site, must be stored in accordance with Manufacturer Recommendations.

Duration of the Guarantee

This guarantee shall enter into effect from the date of sale of the Product and shall not, in any event, exceed the time period of twenty years.

Limitation of Liability

In the event of the Products being defective within the period of Guarantee, the Guarantor’s liability (excluding VAT and transport costs) will be limited as follows:

- Less than or equal to 5 years from the date of sale – Liability will be limited to 100%, excluding VAT, of the sale value of the defective Products.
- More than 5 years from the date of sale – Liability will be limited to the percentage of the sale value, excluding VAT, calculated as follows: number of full years remaining of the duration of the Guarantee, multiplied by 100, divided by the duration of the Guarantee less 5.
- No allowance will be made for inflation.

Conditions of Agribuild Roofing Product Guarantee

Buildings to which the Products are applied, shall be designed and erected in accordance with professional rules, regulations and standards in force together with any recommendations of the Guarantor.

Buildings, to which the products are applied, shall be erected and maintained free of mechanical damage and accumulations of debris and other pollutants.

Products shall be stored, installed and used in accordance with the Guarantor’s recommendations and published best practice at the date of sale.

Buildings to which the products are applied, shall be constructed with adequate ventilation and in accordance with industry best practice and Department of Agriculture, Environment and Rural Affairs guidelines.

Appropriate accessories and fixings shall be used to prevent any acceleration of corrosion of the Products.

Annual inspection and maintenance schedules shall be undertaken for buildings, to which the Products are applied, and should be in line with the most up-to-date best practice literature.



A natural wash of the organic coated surfaces by atmospheric rainfall shall normally be assured in order to prevent any clogging which can be detrimental to their appearance (dust deposits, etc.). For surfaces which do not receive this natural washing, a regular maintenance of all inside surfaces shall be done with a minimum frequency as follows:

- An annual washing without the use of abrasive or aggressive substances. Records shall be kept for inspection, if required.
- A systematic and immediate treatment of any parts which, for various reasons, show signs of corrosion.

Exclusions from the Guarantee

This Guarantee shall not cover:

- Corrosion or other defects originating from non-protected holes and cut edges.
- Corrosion or other defects originating or resulting from the collection and/or retention of water and/or other contaminants on or around the Products, in particular when used with timber purlins.
- Corrosion or other defects resulting from above normal concentrations of hydrogen sulphide gas from aerated slurry.
- Products installed on roofs with a pitch of less than 10 degrees or where water or other contaminants are prevented from running freely from all surfaces.
- The performance of any touch up paint or over-paint used on the panels.
- Colour fading of the Products.
- Defects initiating from fire, lightning, flood, explosion, abnormal winds, earthquake, acts of war, riots, civil commotion, radiation, falling objects, vandalism and other extraneous causes over which the Guarantor has no control.
- Damage caused by misuse or any wilful act of negligence, by the End User, or any other party.
- Damage to the Products incurred during storage, transport or erection.
- Corrosion or other defects due to accumulations of dirt or debris.
- Corrosion or other defects resulting from inadequate ventilation resulting in severe condensation, or seepage of aggressive or corrosive chemical compounds.
- Any material used in direct contact with or in close proximity to wet and corrosive materials such as wet concrete, wet or treated timber, or other wet material.
- Products exposed to the seafront as defined by a zone where sea water is capable of spraying, either partially or momentarily over the buildings fitted with the Products.
- Any modification or alteration to the Products.

Assignment

This Guarantee may not be assigned without the prior written consent of the Guarantor and the Customer/End User.

Jurisdiction and Applicable Law

The formation, existence, construction, performance, validity and all aspects whatsoever of this Guarantee will be governed by the Law of Northern Ireland and the courts of Northern Ireland shall have exclusive jurisdiction to adjudicate upon any and all disputes which may arise hereafter.