

SSQ UK Limited

SPECIMEN



100 year Guarantee

Subject to the terms and conditions specified overleaf SSQ UK LIMITED ("SSQ") hereby guarantees to the Guaranteed (as defined overleaf) that if during the period of 100 years

from..... ("the guarantee period")

after being fixed to the premises at.....("the Premises")

the SSQ slates known as..... ("the roofing slates")

(a) deteriorate substantially in appearance from that when originally fixed

(b) delaminate or flake or rust,

then SSQ shall bear the cost of removal, recovery, repair, alteration, treatment or replacement by an approved contractor.

Contract:

Specified By:

.....

..... Signature

Main Contractor:

.....

..... Signature

Roofing Contractor:

.....

..... Signature

Verify that the above details are correct and that the guarantee is registered with SSQ UK Limited.

For and on behalf of SSQ UK Limited.

Signature: Date:

Guarantee No: SSQ/[**SPECIMEN**]

A copy of this guarantee to be lodged with both SSQ and the deeds of the Premises.

SSQ UK LIMITED ("SSQ")

TERMS AND CONDITIONS OF GUARANTEE

- 1 The beneficiary of this guarantee (the Guaranteed") shall be any person who owns both the roofing slates and the Premises to which they are attached whether or not that person purchased them from SSQ or a contractor of SSQ.
- 2 This guarantee will be valid so long as the following are complied with:
 - 2.1. notice of any defect arising under proper use must be given in writing to SSQ within the guarantee period and within 3 months of such defect coming to the attention of the purchaser.
 - 2.2. the roofing slate(s) must have been used for a purpose for which they were designed, and installed in accordance with:
 - 2.2.1. SSQ UK Ltd's instruction as set out in its design and fixing guide
 - 2.2.2. good building practice
 - 2.2.3. and the relevant British Standards which were in force at the time of installation.
- 3 Notwithstanding anything specified in this guarantee SSQ shall have no liability to the Guaranteed in respect of damage to or defects arising in the roofing slate(s) by reason of the following matters:
 - (i) faulty or defective workmanship in installation or fixing; or
 - (ii) failure to carry out routine inspections and maintenance recommended by SSQ in its current sales literature; or
 - (iii) environmental pollution; or
 - (iv) falling objects; or
 - (v) fire, flood, severe frost, storm; or
 - (vi) any matter in respect of which a prudent occupier of the Premises would maintain a policy of insurance; or
 - (vii) force majeure, including but not limited to act of government, hostilities or act of God; or
 - (viii) the roofing slates having been damaged by third parties (whether by foot traffic or otherwise) or tampered with or repaired other than in accordance with good building practice and the relevant British Standards in force at the time.
- 4 This guarantee shall be limited to SSQ bearing the cost of removal, recovery, repair, alteration, treatment or replacement of the roofing slates by an approved contractor, and SSQ shall have no further liability whatsoever to the Guaranteed under this guarantee for loss of any kind, other than for personal injury or death.
- 5 Any roofing slate which has been replaced under this guarantee shall become the property of SSQ.
- 6 No third party shall have authority to bind SSQ, nor have any authority or right whatsoever to make any representations on behalf of SSQ with regard to this guarantee or to amend the terms of this guarantee.
- 7 In order to be valid, this guarantee must be signed by an authorised representative of SSQ.
- 8 Subject to paragraph 1, it is not the intention of SSQ that this guarantee should confer a benefit on any party other than the Beneficiary, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 9 SSQ may, where it is reasonable to do so, require the Guaranteed to provide proof of purchase and proof of installation of the slates.
- 10 This guarantee shall be subject to the law of England and Wales and the exclusive jurisdiction of the English courts.

Guarantee valid only when signed by a Company Director of SSQ UK Limited.