

# TriRoof Materials Guarantee

All TriRoof roofing materials are manufactured to remain watertight for a period of 25-years from the date of installation if installed by a Tricel Composites approved installer in accordance with the TriRoof GRP Roofing Installation Manual. In the unlikely event of water ingress during that 25-year period, due to a manufacturing defect in the TriRoof materials, then Tricel Composites will supply sufficient TriRoof material free of charge, to make watertight the area of the roof which has failed.

## TriRoof Materials Guarantee – Terms and Conditions

### 1. Conditions

This guarantee only covers TriRoof materials used for flat roof areas where the complete TriRoof system has been installed. The installation must consist of TriRoof resin, TriRoof chopped strand mat, TriRoof topcoat (other than the fire-retardant topcoat), TriRoof Trims, Tricel Composites approved MEKP Catalyst. The above TriRoof materials must be laminated on to CE marked 18mm OSB 3 board tongue and groove.

This Materials Guarantee shall become null and void if:

- 1.1. the online Roof Registration form has not been filled out in full, with all supplementary documentation listed on that form, by the Owner and the Installer to confirm that the System has been satisfactorily installed in accordance with the TriRoof GRP Roofing Installation Manual, within 60 days of the purchase of materials from a TriRoof Stockist;
- 1.2. the materials had not been stored, handled or installed in accordance with the TriRoof GRP Roofing Installation Manual;
- 1.3. the roof surface is not reasonably maintained and kept clear of any debris;
- 1.4. any modification, alteration or remedial work, including but not limited to drilling or cutting, is made to the Installation;
- 1.5. a representative of Tricel Composites is not allowed, or able to gain safe access to the building for the purposes of inspection of the Installation;
- 1.6. upon inspection, the roof is holding water (pooling);
- 1.7. any details are entered incorrectly or incompletely on the Roofing Guarantee Registration Form and appropriate attachments are not uploaded.

The issue of the certificate of guarantee does not mean that Tricel accepts that the Owner has complied with the above conditions.

### 2. Limitations

The limit of this guarantee is to supply replacement materials for the defective TriRoof materials. This guarantee does not cover any labour costs to make right the defective area.

Tricel Composite's liability under this guarantee shall not exceed the original purchase price of the TriRoof materials used in the Installation or the sum, of £12,000 whichever is the lower figure.

Tricel Composites shall not be liable under this Materials Guarantee in respect of any of the following:

- 2.1 any loss, damage or defect arising from any failure to comply with the recommendations of Tricel Composites on roof traffic or a greater load than the system was designed for;
- 2.2 any loss, damage or defect to or caused by any materials relating to the substrate or materials below the Installation including but not limited to; any movement; subsidence; or any failure or defect in the building;
- 2.3 the cost of routine maintenance, overhaul or modifications or loss, damage or defect arising therefrom, or for which compensation/recourse is provided by legislation;
- 2.4 any damage caused by wear and tear or cosmetic damage, neglect in maintenance, any change in colour, texture, opacity or discolouration or staining or superficial deterioration or marring of finishing's or surface appearance or ageing processes;
- 2.5 any loss, damage or defect caused by any willful or accidental damage;
- 2.6 any damage caused by acts of God;

- 2.7 any defects in the building or materials known or ought reasonably to have been known by either the Installer or the Owner and which were not remedied prior to or during installation;
- 2.8 any loss, damage or defect arising from incorrect or inadequate draining systems;
- 2.9 any loss, damage or defect caused by pollution or contamination;
- 2.10 any loss, damage or defect caused by or consequent upon a peril that can be insured under a Household or Commercial Buildings or Property Owners Insurance policy whether Insured or not;
- 2.11 any incidental or consequential damage to the building or contents of the building or any loss of use or indirect, special or consequential damages or losses suffered or incurred by the Owner due to a failure in the material;

### 3. Claim Procedure

- 3.1 Before making any claim under this guarantee, the Owner should contact the Installer to assess the nature of the fault. If the Installer is unwilling or unable for any reason to return to the site and remedy any defect or if the Installer cannot be contacted by the Owner, the Owner should contact Tricel Composites who will provide contact details for its own panel of trained installers.
- 3.2 Any claim under this Materials Guarantee should in the first instance be made by the Owner completing the Claim Form (available to download at <https://www.tricelcomposites.co.uk/triroof-guarantee/>) and sent to Tricel Composites once the nature of the fault has been assessed by the Installer or another installer from the Tricel Composites panel.
- 3.3 Tricel Composites have the right to appoint their own contractor to attend the site to inspect the installation and determine the level and cause of the failure of the Installation.
- 3.4 If necessary and upon the request of the appointed contractor following the initial visit, a representative of Tricel Composites may attend site for the purpose of evaluating the claim subject to the provision of safe access to the Installation. It shall be the responsibility of the Owner to make the necessary arrangements to provide the means of safe access.

### 4. Miscellaneous

- 4.1 The statutory rights of the Owner are not affected by this Materials Guarantee.
- 4.2 This Materials Guarantee is given for the personal benefit of the Owner only and may not be transferred to its successors in title to the property nor is any third party entitled to enjoy the benefit of or enforce any term of this guarantee...
- 4.3 Should Tricel Composites fail at any time to enforce any of the terms or conditions of this Materials Guarantee, this shall not be deemed a waiver of that term or condition or any other term or condition of this Materials Guarantee.
- 4.4 This Materials Guarantee is limited to the performance of the TriRoof materials and Tricel Composites accepts no liability for the installation of the TriRoof materials or any liability of the Installer to the Owner.
- 4.5 This Material Guarantee shall be governed by and construed in accordance with the local law of the jurisdiction of the Installation.



4.6 This guarantee is only applicable for installations in the United Kingdom and the Republic of Ireland.

4.7 If the Installation is in Northern Ireland or the Republic of Ireland references to Tricel Composites means Tricel Composites (NI)

Limited. If the Installation is in the United Kingdom references to Tricel Composites means Tricel Composites (GB) Limited.



# Claim Form

Notification of a potential claim to be sent to Tricel Composites

We the owners of the property on which the TriRoof GRP Roofing System has been installed hereby notify you of a potential claim under this Guarantee. Could you please contact us to discuss the position?

Date of Installation

Owner Name

Address of Property

Telephone number

Email Address

TriRoof Guarantee Certificate Number