

## Topseal Guarantee Protection Scheme Conditions

### Claims Procedure

In the unlikely event that a defect is found in the installation during the period of the guarantee, and where such defect has in turn led to a failure of the laminate to remain in a watertight condition(i), the defect should be immediately reported by telephone to the contractor who carried out

the original installation. Written confirmation should be sent to the Installer within 7 days and a copy sent to Topseal Systems Ltd., Units 1-5, Hookstone Chase, Harrogate, HG2 7HP. Topseal Systems Limited will provide the customer with written confirmation that a claim has been logged and will register all claims. Where a contractor has ceased to trade as defined under the terms of the agreement (ii), Topseal will authorise a Topseal approved contractor to inspect the installation covered by Guarantee Protection and submit a report to Topseal outlining any repairs or remedial works that may be required to return the installation to a watertight condition (iii.) Emergency repairs will be made by the contractor during the inspection to limit further damage. On receipt of the report, Topseal will arrange for the works to be carried out, and meet the full cost of any works required as agreed with the contractor to return the installation to a watertight condition.

### Exceptions

Topseal Systems Ltd. shall not be liable for:

- a) any defect that would have been recoverable under the Installer's own written guarantee,
- b) the cost of any routine maintenance, overhaul or modifications or loss or damage arising therefrom,
- c) any damage or defect caused by any peril capable of being insured under a commercial property, household or similar policy of insurance whether or not such insurance is effective or in force at the time or for which compensation is provided by legislation,
- d) any loss of use or consequential loss of any nature,
- e) any damage caused by war risks, sonic booms, terrorism or nuclear radiation as provided by the insurers standard exclusion clauses,
- f) any damage or defect caused by fair wear and tear, storm or deterioration due to neglect in maintenance,
- g) any costs arising from any Installation by an Installer who was not, at the time the roof was laid, an Approved Topseal Systems Ltd. Contractor,
- h) any costs arising from any Installation where the Installer did not use the complete Topseal roofing system for the Installation as shown in the Topseal Systems Ltd. Installation Guide at the time of the Installation,
- i) any costs arising from an Installation which was not installed to the standard set by Topseal Systems Ltd as specified in the Topseal Systems Ltd. Installation Guide at the time of the Installation.

### Conditions

1. In the event of any loss or damage occurring Topseal may, at their discretion, replace or pay in cash the amount of the loss or damage.
2. Any remedial work must be carried out by a Topseal Approved Contractor as approved by Topseal Systems Ltd.
3. If any difference shall arise as to the amount to be paid under this certificate (liability otherwise being admitted) such differences shall be referred to an Arbitrator to be agreed by the parties in accordance with the provisions then in force. Any making of an award shall be a condition precedent to any right of action against Topseal Systems Ltd.
4. In the event of a defect arising in the Installation the matter should be reported within seven days in writing to the Installer with a copy sent to Topseal Systems Ltd., Units 1 - 5, Hookstone Chase, Harrogate HG2 7HP.