



PRODUCT WARRANTY

Project

Building Owner

Contractor

PMJ Products

Distributor/ Resale Partner

Application Details

swiss quality

Duration of warranty _____

Subject to the terms and conditions of warranty attached.

Date _____

PMJ-tec AG DIRECTION

CERTIFICATE NUMBER: _____

Official in charge

Patrick Greif
Grosskunden Haftpflicht-Versicherung

Phone +41 58 285 73 62
Email: patrick.greif@baloise.ch

Policyholder

PMJ-tec AG
Industriestrasse 34
1791 Courtaman

Basel, 6 January 2020

Certificate of insurance

Baloise Insurance Ltd certifies that the above-mentioned policyholder has taken out the policy described below.

Type of Insurance	Public and products liability insurance
Policy No.	30 / 5.016.808
Limits of Insurance	CHF 10,000,000.-- combined any one loss and year for bodily injury and property damage
Territorial Scope	worldwide
Policy Year	1.1.2020 - 31.12.2020

Baloise Insurance Ltd



Patrick Greif



Franco Todaro

This certificate is issued for information purposes only and confers no rights upon the certificate holder. This certificate does not alter the mentioned policy in any way.



Warranty terms and conditions for PMJ-tec bimetal and stainless-steel fasteners

1.

1.1 This Warranty is given by PMJ-tec AG ("PMJ") to the Customer specified on the front page hereof ("Customer") and is in addition to the standard warranty provided in PMJ's standard Terms & Conditions of sale.

1.2 This Warranty is provided solely and exclusively in relation to the bi-metal and/or stainless steel fasteners comprising or (as applicable) comprised within the PMJ Products identified on the front page hereof and supplied to either i) the Customer, or ii) if a Distributor/ Resale Partner is specified above, to the Distributor/ Resale Partner for resale to the Customer, and installed in the Building (the "Fasteners"). This Warranty is subject to the terms and conditions set out in this document.

2.

The warranty period ("Warranty Period") under this Warranty is thirty (30) years from the earliest in time of:

- a) the date of delivery of the Fasteners to the Customer; or
- b) 90 days from the date of delivery of the Fasteners to the Distributor/ Resale Partner.

3.

3.1 During the Warranty Period, PMJ will make good (as set out in clauses 3.2 and 3.3) any failure in the Fasteners which results as a direct consequence of:

- a) material defects arising in the manufacture of the Fasteners;
- b) material defects and/or failures in the material of the Fasteners; and/or
- c) material failure of the Fasteners to conform with PMJ's specification of the Fasteners as at the date of the delivery by PMJ (as evidenced by the Delivery Number).

3.2 If a valid claim is made under this Warranty (and subject to clause 3.3 below) PMJ shall:

- a) make all reasonable efforts to either repair or replace (at its option) the defective Fasteners, and will arrange (at its cost) for installation of such repaired or replaced Fasteners; and
- b) make good any section of the roof or cladding which has been damaged as a consequence of the failure of the defective Fasteners to the extent that such damage is directly attributable to the defective Fasteners.

3.3 If PMJ determines (in its absolute discretion) that it is not commercially feasible to repair or replace the defective Fasteners, PMJ shall compensate the Customer in such amount as PMJ may (acting reasonably) determine having regard to the defective Fasteners.

4.

PMJ's liability under this Warranty is subject to the conditions that, prior to the issue of the Warranty the Customer has provided PMJ with the information and documents specified in clause 5 and such other information as PMJ may reasonably request, and that all information provided is full and accurate.

5.

5.1 The Customer must notify PMJ in writing of any claim under this Warranty within 30 days from the date when the Customer first becomes aware (or should reasonably have become aware) of the alleged default and/or failure. The notification must include:

- the Warranty number;
- the batch number(s) of the PMJ Products, and a copy of the invoice for the supply of the PMJ Products to the Customer
- the details of the Customer's name and address; and
- brief details of the alleged defect or failure.

Notification of all Warranty claims are to be sent by signed for delivery to PMJ: Mark Jones CEO, PMJ-tec AG, Industriestrasse 34, CH-1791 Courtaman, Switzerland.

5.2 The Customer will promptly provide to PMJ such further information and materials as reasonably required by PMJ and will ensure that PMJ is afforded the opportunity to fully inspect, examine and test the Fasteners, and PMJ shall have the right to arrange for inspection of the alleged defective Fasteners by an expert or independent inspection company, including the removal of Fasteners, or part of, for this purpose if reasonably required.



5.3 If PMJ determines that the Warranty claim is valid and that corrective action is needed, which is not the responsibility of the Customer or any third party, the term of this Warranty shall be suspended until all such corrective actions have been performed to the satisfaction of PMJ.

5.4 The Customer will provide such free access to the Building and Fasteners as is reasonably required by PMJ for the purpose of correcting the default and/or failure.

5.5 No claim(s) may be brought under this Warranty after the expiry of the Warranty Period or after 30 days from the date when the Customer first becomes aware (or should reasonably have become aware) of the alleged default and/or failure.

5.6 The Customer shall not (and shall not permit any third party to) remove, alter, repair (or attempt to repair) or otherwise undertake any works in relation to the Fasteners without PMJ's prior written consent and strictly in accordance with PMJ's instructions.

6.

This Warranty is subject to the following conditions:

- a) that there are no chemically active materials present in the application build-up which may have a damaging effect upon the Fasteners, other than those which have been notified to PMJ and agreed in writing by PMJ prior to delivery of the Fasteners to the Customer;
- b) the Fasteners are used in accordance with PMJ's written instructions;
- c) the Fasteners are fixed and/or installed in accordance with PMJ's written instructions using tools, sockets, drive bars, and screw guns approved by PMJ and used in accordance with best industry practice and guidance, including (but not limited to) NFRC GD01, MCRMA GD32 self-drilling fasteners;
- d) there has been no deterioration of any associated materials including, but not limited to, purlins, ferrules and/or rooflights which may have affected the mechanical performance or weather tightness of the Fasteners;
- e) there is no change of use of the building or construction for which the Fasteners are intended and/or installed; and
- f) the Fasteners are inspected no later than 10 years from the date of installation, and thereafter at intervals of no more than five years, by an inspector approved by PMJ and are regularly maintained by properly qualified and experienced persons (MCS accredited or equivalent).

7.

7.1 PMJ's liability under this Warranty is strictly limited to repair, replacement or reimbursement (in PMJ's sole determination) as set out in clauses 3.2 and 3.3 of this Warranty. Where a claim under this Warranty is not proved to PMJ's satisfaction PMJ is not responsible for (and does not have any liability in respect of) the costs, expenses or any other liability incurred in gaining access to the Fasteners to assess the alleged defect or failure or in respect of ascertaining the cause of any failure or defect. Where a claim is not covered by this Warranty PMJ shall be entitled to charge the Customer for all reasonable costs incurred in assessing the claim. In no event is the cost of additional equipment or machinery (such as scaffolding) covered under this Warranty.

7.2 This Warranty does not cover the colour of NYCO moulded heads, powder-painted colour heads or colour caps; these can be affected by variations in atmospheric conditions and PMJ has no liability for any such change.

7.3 This Warranty does not cover the installation of the Fasteners and PMJ shall have no liability whatsoever which is caused (in whole or in part) by the lack of reasonable care and skill during installation which causes damage to the Fasteners (including the purlin) or other surrounding materials. The installer shall be responsible for examining the Fasteners prior to installation and rejecting any damaged and/or visibly defective Fasteners and PMJ shall not be liable where the installer fails to do so or incorrectly or poorly installs the Fasteners or causes damage to the Fasteners (or any other material) during installation.

7.4 PMJ shall have no liability under this Warranty or otherwise:

- a) if the Customer is in breach of the terms of this Warranty,
- b) if the Fasteners were manufactured according to the Customer's or any third party's drawing, design and/or specification,
- c) for normal wear and tear or merely cosmetic defects and/or failures;
- d) if the Fasteners, or any part of the Fasteners, and/or any other products and/or materials which the Fasteners are installed upon fixed to or otherwise incorporated into, are altered, replaced, decay, deteriorate and/or otherwise undergo any change (including, but not limited to any movement or change in the structure, such as roof structure, ground condition and/or movement) which has (or may have) any impact upon the Fasteners;
- e) if the Fasteners are used for a purpose not approved in writing by PMJ, by way of example only; in swimming pools, water or other liquid storage containers or facilities, waste processing receptacles or facilities or chemical receptacles or facilities;
- f) if the Customer fails to follow PMJ's written instructions or advice, including that set out in a product guide provided or made available by PMJ and/or generally accepted standards and principles of construction as to handling, storage, installation, use, inspection and/or maintenance of the Fasteners,
- g) any defect and/or failure which arises, in whole or part, due to any installation, cleaning, repair, replacement and/or maintenance of the Fasteners;
- h) for any defect or failure caused, in whole or in part, by the actions and/or omissions of the Customer and/or any third party;
- i) for any defect or failure attributable to or deriving (in whole or part) from any deficiency or issue with sealing or weather-tightness where any washer used with the Fasteners was not supplied by PMJ, save that this sub-clause i) shall not apply where I) the supplier of the washer has been approved by PMJ, and II) the washer meets the specification notified by PMJ or such other specification as has been approved by PMJ in writing;
- j) if the defect and/or failure is caused by or otherwise arises from (in whole or part) failure to use the Fasteners for their intended purpose(s) or within the parameters of the specifications or instructions given and/or supplied or made available by PMJ, misuse, abuse, negligence, accident, improper installation by the Customer and/or any third Party;
- k) for any adaptation, removal, modification and/or repair without PMJ's written approval, and/or,



- l) if the relevant defect and/or failure is caused by or otherwise arises from (in whole or part) unusual or extreme weather conditions, sea salt corrosion, breakage from impact, or lightning storms, pollution, tornadoes, hurricanes, earthquakes, floods or other natural forces or acts of God or fire, explosions, civil disorder, damage from persons, insects or animals or any other force majeure and/or other unforeseen events and circumstances beyond the reasonable control of PMJ; or
- m) exposure to chemical or biological substances, toxins and/or potentially harmful substances contained within or emanating from the site (whether or not PMJ has been made aware of these).

7.5 This Warranty does not cover, and PMJ shall have no liability under this Warranty or otherwise in respect of, any defect and/or failure attributable (whether in whole or part) to any error or other inaccuracy in any drawing, design, specification or information supplied by the Customer or any third party.

7.6 PMJ shall be under no liability under this Warranty or otherwise, if, without its written consent, any third party products are used in or as part of the fastening system for which the Fasteners have been sold and/or supplied.

8.

8.1 This Warranty sets out the entirety of PMJ's liability and/or responsibility for and or in respect of the Fasteners.

8.2 All implied warranties, terms and conditions (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law and PMJ shall not be liable to the Customer for any loss of any kind which arises out of the breach of implied warranties, terms or breach of duty of any kind imposed on PMJ by operation of law.

8.3 In the event of any claim, howsoever arising, PMJ shall not be liable to the Customer or any other person for any;

- a) indirect losses;
- b) economic losses;
- c) loss of profits or anticipated profits;
- d) loss of expected future business;
- e) damage to reputation or goodwill; nor
- f) any claim for consequential loss or compensation whatsoever.

8.4 PMJ's aggregate liability under this Warranty (including, but not limited to the remedies hereunder, damages or otherwise) shall not exceed the purchase price paid to PMJ by the Customer or the Distributor/ Resale Partner (as appropriate) for the Fasteners.

8.5 Nothing in this Warranty shall exclude or limit PMJ's liability in respect of any claim for death or personal injury caused by its negligence or in respect of liability for defective products under the Consumer Protection Act 1987 or in respect of any liability which arises under any safety regulation made under the Consumer Protection Act 1987 or for any fraudulent misrepresentation or for any other liability if and to the extent that it may not be excluded or limited by law.

9.

9.1 The Customer may not assign charge or part with its interest in or under this Warranty without the written consent of PMJ.

9.2 No person (save the Customer and PMJ) shall have any rights under or in connection with this Warranty whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

9.3 The provisions of this Warranty are severable and if any provision is held to be invalid or unenforceable by any court or body of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Warranty.

9.4 Wherever used herein (unless the context otherwise requires) expressions in the singular shall include the plural and in the masculine shall include the feminine and vice versa and references to persons shall include corporations and vice versa.

9.5 This Warranty and any claims and/or disputes hereunder or relating hereto shall be governed by English law, and any disputes shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.