

flexim roof mortar

LIMITED PRODUCT GUARANTY

FLEXIM INTERNATIONAL B.V., the manufacturer of FLEXIM roof mortar, guarantees the quality of FLEXIM roof mortar as a fastening and sealing product for a period of 10 years after the date of purchase subject to the "Conditions" set forth below. This Limited Product Guaranty is expressly limited to the use of FLEXIM roof mortar as a sealant on ceramic or concrete roof ridges and in accordance with the manufacturer's Work Specifications set forth the following pages.

SCOPE OF LIMITED PRODUCT GUARANTY

- A. Should FLEXIM roof mortar fail to fasten and/or seal in connection with its use on ceramic and/or concrete roof ridges during the product guaranty period, the product installer shall notify FLEXIM INTERNATIONAL B.V. pursuant to the "Conditions" set forth below. If it determines that FLEXIM roof mortar's failure to fasten and/or seal is attributable to the normal effects of weather and/or stress, FLEXIM INTERNATIONAL B.V. shall replace the FLEXIM roof mortar, at no cost to the product installer, with a similar quantity of Replacement FLEXIM roof mortar ("Replacement FLEXIM roof mortar").
- B. The delivery of Replacement FLEXIM roof mortar shall not commence a new (or extend the old) guaranty period for FLEXIM roof mortar. The guaranty period for the Replacement FLEXIM roof mortar shall terminate concurrently, and run concurrently with, the first installation of FLEXIM roof mortar. Reimbursements due to dissatisfaction with the Replacement FLEXIM roof mortar shall be made on the same terms and conditions and as if the Replacement FLEXIM roof mortar had been installed at the same time as the FLEXIM roof mortar.
- C. The sole and exclusive remedy of the product installer is limited to the replacement or refund of FLEXIM roof mortar, at the sole discretion of FLEXIM INTERNATIONAL B.V.
- D. Notwithstanding "A" and "B" above, FLEXIM INTERNATIONAL B.V.'s "General Purchase and Delivery Conditions" shall apply to the purchase and delivery of FLEXIM roof mortar.
- E. The Limited Product Guaranty is the sole warranty provided for FLEXIM roof mortar and FLEXIM INTERNATIONAL B.V. expressly excludes and disclaims all other warranties, including merchantability and fitness for a particular purpose.
- F. The Limited Product Guaranty shall not apply to any damage resulting to any roofing materials, including concrete, clay and slate roofing tiles, and the roof itself.
- G. The Limited Product Guaranty expressly excludes and disclaims any and all incidental, consequential and punitive damages resulting from the use of FLEXIM roof mortar.
- H. The purchaser of FLEXIM roof mortar agrees that he/she will litigate all claims arising out of this Limited Product Guaranty individually and will not consolidate or seek class treatment for any claim.

CONDITIONS

- A. Within 5 days after first discovering FLEXIM roof mortar's failure to fasten and/or seal in connection with its use on ceramic and/or concrete roof ridges, the product installer must notify FLEXIM INTERNATIONAL B.V., at the address set forth below, of FLEXIM roof mortar's failure. The product installer must include a sample of the used FLEXIM roof mortar along with its notice of failure.
- B. The Limited Product Guaranty shall only apply if FLEXIM roof mortar is used in accordance with the "Work Specifications" set forth below.

WORK SPECIFICATIONS

- A. FLEXIM roof mortar must be stored in sealed strip packing until the date of use. FLEXIM roof mortar must be used directly from the sealed strips.
(NOTE- Need Clarification; send sample of product)
- B. The surface to be sealed with FLEXIM roof mortar must be clean, dry and free of oil and grease before FLEXIM roof mortar is applied to the surface. Oil products must not be used to clean the surface that is to be sealed with FLEXIM roof mortar.
- C. FLEXIM roof mortar must always be finished in a smooth fashion.
- D. FLEXIM roof mortar shall not be used in a manner inconsistent with FLEXIM's work specifications without the prior written approval of FLEXIM INTERNATIONAL B.V.
- E. The Limited Product Guaranty shall not apply if damage to the FLEXIM roof mortar or any roofing materials, occurs, whether directly or indirectly connected with its use as a fastening and sealing product, as a consequence of:
 - 1. defective construction of the roof unrelated to the use of FLEXIM roof mortar; or
 - 2. the replacement of sealing components and/or the use of other sealing preparations.
- F. The Limited Product Guaranty shall not apply to any damage to the FLEXIM roof mortar or any roofing materials resulting from unforeseen factors, including, but not limited to hurricanes, tornadoes, construction accidents, natural disasters, etc.
- G. For one month after the application of FLEXIM roof mortar, no one may walk or otherwise enter the area of the roof where FLEXIM roof mortar has been applied. This Limited Product Guaranty shall not apply if the user's complaints relating to FLEXIM roof mortar's unsatisfactory fastening and/or sealing are the result of ignoring this condition.

For replacement or refund of FLEXIM roof mortar, send all inquiries to:

FLEXIM INTERNATIONAL B.V.
Buys Ballotstraat 4,
1704 SK Heerhugowaard,
The Netherlands

Product Guarantee

PRODUCT GUARANTEE FOR FLEXIM ROOFMORTAR

As the manufacturer of FLEXIM roof mortar, FLEXIM INTERNATIONAL B.V., in consideration of the conditions laid down in this guarantee declaration, guarantees the quality of the FLEXIM roof mortar product as a sealant and fastening material for a period of 10 years after delivery. This guarantee applies only if the FLEXIM roof mortar is used as a sealant on roof ridges (both ceramic and concrete).

Guarantee conditions

As a consequence of this guarantee declaration FLEXIM INTERNATIONAL B.V. accepts in relation to the buyer the following obligations :

- A. If and immediately after the use of FLEXIM roof mortar during the roof construction phenomena of unsatisfactory fastening and/or sealing occur, then FLEXIM INTERNATIONAL B.V. will deliver the FLEXIM roof mortar product (again), without charging any material costs or transportation charges, inasmuch as either of the aforementioned phenomena are attributable to the normal effects of weather and/or stresses.
- B. If also after the replacement of the FLEXIM roof mortar no satisfactory fastening and/or sealing is achieved, then FLEXIM INTERNATIONAL B.V. shall pay back the purchase amount, in the following percentages :
 - up to 5 years after commencement of the guarantee period the return shall total 100 % of the purchase amount;
 - from 5 to 7 years after commencement of the guarantee period the return shall total 30 % of the purchase amount;
 - from 7 up to and on 10 years after commencement of the guarantee period, the return shall total 10 % of the purchase amount.

If and inasmuch as nothing different is laid down in this guarantee declaration, what is laid down in the "General purchase and delivery conditions" of FLEXIM INTERNATIONAL B.V. shall apply.

Conditions

- A. In order to be considered by FLEXIM INTERNATIONAL B.V. or be replaced under the guarantee, the buyer must within 5 days after discovery notify the problem to FLEXIM INTERNATIONAL B.V., accompanied by a sample of the processed FLEXIM roof mortar product.
- B. The guarantee applies only if FLEXIM roof mortar is processed in accordance with all the works specifications which (amongst other things) are included in this guarantee declaration.
- C. The delivery of replacement FLEXIM roof mortar on the basis of this guarantee declaration shall not instigate a new guarantee term.
- D. The guarantee does not apply if during the sealing effected, mechanical damage, connected directly or indirectly with the fastening and sealing system used, occurs as a consequence of :
 - the action of the roof construction;
 - the replacement of sealing components and/or the use of other sealing preparations
- E. By way of deviation from what is stipulated under D above this guarantee shall still apply if activities are carried out following the prior written approval of FLEXIM INTERNATIONAL B.V., and any specifications and conditions relating to the activities provided by FLEXIM INTERNATIONAL B.V. have been taken fully into account.
- F. The guarantee does not extend to defects which occur with reference to FLEXIM roof mortar as a consequence of circumstances occurring outside, at the time of the processing and which cannot be foreseen.

Works specifications

- A. Up to the moment of processing FLEXIM roof mortar must be stored in sealed strip packing. FLEXIM roof mortar must be processed directly from the sealed strips.
- B. The base on which FLEXIM roof mortar is applied, must be clean and dry before application and free of oil or grease. When cleaning the surfaces to be sealed no use may be made of oil products, since the sealing or fastening force will be unfavourably affected by this.
- C. FLEXIM roof mortar must always be processed smoothly and stiff.
- D. Please note, for Ireland and the United Kingdom, that the enclosed mastic must be used between the joints!
- E. The application of FLEXIM roof mortar must always be applied in accordance with the specifications and instructions as provided by the manufacturer.
- F. For a month after the application of FLEXIM roof mortar no one must walk on the roof construction. The guarantee does not apply, if the complaints relating to unsatisfactory fastening and/or sealing are the consequence of ignoring this condition, unless the buyer can prove that walking on the roof construction had no effect on the state of the roof mortar.

So prepared in Heerhugowaard, Holland on 1 november 2001

A product of FLEXIM INTERNATIONAL B.V. Buys Ballotstraat 4, 1704 SK Heerhugowaard, Holland

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