

## The Dryseal Guarantee

### GUARANTEE

Hambleside Danelaw Limited (hereinafter referred to as Hambleside) guarantee that the DRYSEAL fibreglass roofing system will perform as a leak free system for a period of twenty or twenty-five years dependent upon specification from date of completed installation providing that the system has been installed in full accordance with the then Hambleside current technical manual and any fitting instructions relative to a specific roof installation.

In order that this guarantee may become effective it is essential that within 14 days of the completed installation Hambleside receive at their Daventry address formal notification signed by both the contractor and the purchaser, owner or tenant of the building that the system has been satisfactorily installed. Hambleside will acknowledge receipt of the formal notification by recorded delivery post confirming acceptance of responsibility under the guarantee.

Should the DRYSEAL system fail within the guarantee period then Hambleside will arrange to restore the roofing membrane to a watertight condition.

#### Section 1: Installation

The installation must be completed in accordance with the instructions and specifications of Hambleside in respect of the DRYSEAL system and which are detailed within Hambleside's DRYSEAL Technical Manual or otherwise instructed.

All materials must be correctly stored and handled in accordance with Hambleside's written packing and handling instructions.

All glass fibre materials, surface coatings and jointing compounds must be manufactured or supplied by Hambleside.

#### Section 2: Conditions

This guarantee shall not extend to the following conditions:

Any materials relating to the substrate or materials below the DRYSEAL system.

Movement, subsidence or any failure of the structure or building on which DRYSEAL materials have been used.

Installation which has not been carried out in accordance with the detailed instructions contained within the DRYSEAL Technical Manual and any fitting instructions relative to a specific installation.

Defects in the building or structure known or notified to the purchaser tenant, owner or contractor/installer and which were not remedied prior to installation.

Damage arising through abnormal use of the roof, general negligence or through neglect in protecting roof components when either working on the surrounding building or structure or when working on the roof surface without adequate precautions being taken to protect that surface.

Damage to the materials, building or structure arising during installation and which is not rectified at that time by the purchaser, owner, tenant, contractor or installer.

Damage arising through incorrect or inadequate draining systems or from damage caused by roof top contaminants such as but not limited to solvents, petroleum or oil based products.

Damage caused by an act of God, including but not limited to strong winds, wars or acts of terrorism or any other occurrence beyond the control of Hambleside.

Damage arising from failure to comply with Hambleside recommendations on roof maintenance and traffic. Products not supplied by Hambleside, or specified in the Hambleside Technical Manual as part of the DRYSEAL flat roof system.

#### Section 3: Obligations – Purchaser, Owner or Tenant

This guarantee shall be null and void if in the sole opinion of Hambleside any of the following have occurred:

The purchaser owner or tenant has not reasonably maintained the roof surface and kept it clear of any debris which, if left on the roof, could cause damage.

Any modification or alterations including but not limited to drilling or cutting to the roof components or roof area after the initial installation.

This guarantee does not extend to any use of the materials of the DRYSEAL system other than as specified by Hambleside.

No obligation under this guarantee can be accepted unless all bills for installation and supplies of materials have been paid in full to Hambleside and to the material suppliers and installing contractor.

Failure of the purchaser, owner or tenant to comply with all the terms or conditions of this guarantee document.

During the term of this guarantee Hambleside, it's employees or its agents shall be able to gain access to the installation during normal business hours.

#### Section 4: Claim Procedures

Any claim under this guarantee must be recorded in writing to the Company at its address in Daventry within three working days of a fault arising.

Hambleside will, on receipt of that formal notification, arrange for a site visit to be made to inspect and determine the cause and extent of the potential claim.

In the event that the claim may not be resolved between the parties then arbitration will be arranged in accordance with Hambleside's conditions of sale.

Continued ►

Product

**DRYSEAL**  
Semi-rigid  
Roofing System

Section

The Guarantee

Reference

**B**

**Hambleside** 

**Danelaw**

## The Dryseal Guarantee continued

### Section 5: Specific Guarantee Conditions

There is no guarantee of merchantability or other guarantee expressed or implied other than as set forth in this guarantee.

Hambleside shall under no circumstances be liable for any incidental or consequential damage to the building, structure or contents of the building.

Should Hambleside fail at any time to enforce any of the terms or conditions of this guarantee this shall not be construed as a waiver of that term or condition.

This guarantee is limited to the DRYSEAL system and no responsibility or guarantee is extended to include contractors responsibilities or liabilities which are part of their own warranty conditions with the purchaser.

**FIXINGS.** Use of non-approved fixings will invalidate the Dryseal Guarantee. Alternative fixings which are felt to be suitable for Dryseal installations, must be approved in writing by Hambleside Danelaw prior to their use. For approval purposes a sample of the proposed fixing together with a comprehensive data sheet should be submitted to the Company's technical department at Daventry. Only installations which use formally approved fixings are covered by the Guarantee.

The use of laminating and top coat materials not supplied by Hambleside Danelaw will invalidate the Guarantee.

Hambleside Danelaw Limited  
2-8 Bentley Way  
Royal Oak Industrial Estate  
Daventry  
Northamptonshire  
NN11 5QH

Each Guarantee will record the following information:

- Roof size
- Resin Batch No.
- Top Coat Batch No.
- Start Date
- Completion Date
- General Notes, i.e. fixings/installation/substrate
- Contractor's order/reference number
- Hambleside delivery note number



HAMBLESIDE DANELAW LIMITED (CRN 1252230) ("Hambleside") guarantee that the DRYSEAL Fibreglass Roofing System ("the DRYSEAL System") will perform as a leak free system for a period of up to 25 years depending upon specification, from the date of completed installation ("the Guarantee Period") and should the DRYSEAL System leak within the Guarantee Period then subject to the conditions and limitations set out herein, Hambleside will arrange to restore the DRYSEAL System to a water tight condition.