

MATERIALS GUARANTEE CERTIFICATE

A: PURCHASER OF PRODUCTS (DEFINED AS 'PURCHASER') AND PROJECT

Purchaser Name:

Purchaser Address:

Contact Name:

Contact Email:

Project Address:

Roof Area (m²):

Start Date:

Completion Date:

B: PRODUCT(S)

| | Product 1 | Product 2 | Product 3 | Product 4 |
|------------------|-----------|-----------|-----------|-----------|
| Product Name: | | | | |
| Product Code: | | | | |
| Quantity: | | | | |
| Order Number(s): | | | | |
| Delivery Date: | | | | |

C: ROOFING CONTRACTOR

Company Name:

Company Address:

Contact Name:

Contact Email:

Guarantee
Number:

Start Date:

Expiry Date:

Representative's signature:

Position:

Name:

Date:

TERMS & CONDITIONS

MIDA guarantees to the original 'Purchaser' that the MIDA materials purchased shall be free from defects in content and composition for a warranty period from the original purchase date. This warranty is provided for the waterproofness of the product. It does not include natural changes in external or mechanical properties that occur during the operation of the product due to weather conditions and environmental effects. This guarantee is subject to the conditions, limitations, and exclusions set below. This does not in any way guarantee the installation of materials or the performance of the Installer. MIDA liability under this guarantee shall not exceed the cost of replacement materials to the 'Purchaser' and shall be a maximum monetary amount equal to the original cost of the materials to the 'Purchaser'.

To initiate a claim against the defects guarantee the 'Purchaser' must notify MIDA Head Office in writing, specifying the alleged defect or defects within 5 days of discovering the defect. The 'Purchaser' must also provide a warranty certificate and a document proving the fact of purchase. The 'Purchaser' shall at its sole expense furnish MIDA and its agents free access to the structure for testing and provide all required scaffolding, staging and rigging. Removal of defective materials and installation of the replacement materials are not included in the guarantee and shall be at the 'Purchaser's' sole expense. Any repairs deemed necessary by the guarantor during an inspection of the roof which is the fault of the 'Purchaser' (or its agents, contractors, employees or invitees) must be carried out at the 'Purchaser's' expense in accordance with the guarantor's advice and instruction.

The compensation payable is calculated in proportion to the general warranty period as follows:

Compensation payable = claim_(cost of defective roofing materials) * $(1 - K_{\text{CLAIM}} / K_{\text{A.PERIOD}})$, where

claim_(cost of defective roofing materials) is the cost of defective roofing materials at the date of purchase;

K_{CLAIM} - is the number of full years from the purchase date to the claim event (date when the Buyer's formal claim is submitted Manufacturer);

L_{A.PERIOD} - is the longevity period applicable to products;

K_{A.PERIOD} - is the warranty period applicable to products, could be extended till **L_{A.PERIOD}** by installation control and continuously maintenance.

| MIDA Roll materials series | Longevity period, year | Warranty period, year |
|----------------------------|-----------------------------|-----------------------------|
| | L_{A.PERIOD} | K_{A.PERIOD} |
| MIDAELAST | 20 | 10 |
| MIDA BALT | 17 | 10 |
| MIDAFLEKS | 15 | 10 |
| MIDAPOL | 10 | 7 |
| MIDABIKRO | 10 | 5 |

OTHER PROVISIONS

The statement of guarantee shall be deemed to include an assurance by MIDA to replace all materials manufactured and marketed by MIDA where the roof fails to remain watertight due to visible defects in the manufactured product as defined in the relevant EU Standards.

1. The roof must be designed and installed in accordance with current EU Standards code of practice EN 13707 and/or MIDA recommendations. Failure to comply will invalidate this guarantee.
2. The installation of the waterproofing membrane(s) must be undertaken by a competent person or persons trained in the application of bituminous membrane systems.
3. Normal and prudent steps must be taken to keep the roof in a serviceable conditions, a regular maintenance and inspection programme must be implemented in accordance with producer recommendation.

EXCLUSIONS & LIMITATIONS

1. This guarantee shall not apply to damage to the roof arising wholly or partly from one or more following causes.
 - a) perils commonly treated as insurable risks including but not limited to storms, abnormal weather conditions, lightening, fire, act of god, impact by/from aircraft, malicious damage whether or not the 'Purchaser' is so insured against the occurrence of such perils or
 - b) wind speeds in excess of the appropriate EU Standard and/or European Design Guide or
 - c) water entry from adjacent structures or from any part of the building other than the roof structural failures (settling or shifting of the building, movement, cracking, or deflection of the deck or substrate, girders, beams, partitions or foundations) or
 - d) failure of any component of the roof supplied by others including but not limited to flashings, walkways, copings, roof top units and equipment or
 - e) liability for any damage caused by traffic of any nature on the roof or use of the roof as a storage area or
 - f) the 'Purchaser's' failure to comply with its obligations.
2. This guarantee does not cover incidental or consequential damage to the building contents or any part of the building other than the waterproofing membranes.
3. The statement of guarantee is conditional upon the guarantor having been paid in full for all materials supplied by it and to which the said statement relates.

PURCHASER RIGHTS

1. The benefits of this guarantee (subject to all its conditions) can be passed on to any subsequent owner of the roof.
2. This guarantee does not affect any relevant statutory or common law rights of the 'Purchaser' but subject to the rights, supersedes all and any other guarantees, warranties or representations (in each case whether express or implied) which are inconsistent with the terms of this guarantee.