



## WARRANTY

### Entre Project Name Here

This Warranty is issued and underwritten by Merson Signs Ltd t/a CGL Systems (Registered Number SC20547), having its head office at 2 Young Place, Kelvin Industrial Estate, East Kilbride, Glasgow, G75 0TD, to the party whose details appear at the bottom of this Certificate (“the Client”).

The Warranty is given in relation to the polyester powder coated CGL Rainscreen cladding described in more detail in Clause 2 below (the “Product”) and installed at the property identified at the bottom of this certificate (the Property”) and applies to the finish and substrate of the Product only.

The Warranty subject to the terms, conditions, limitations, remedies, and legal rights set forth below: -

#### 1 Duration

- 1.1 The duration of this Warranty (the “Warranty Period”) shall be 20 years from the date detailed in clause 1.2.
- 1.2 The Warranty Period shall commence on the installed completion date of the product.

#### 2 The Product

The Warranty is given in relation to the PPC aluminium Rainscreen Cladding system (the “Product”) produced in accordance with the following norms: -

**CGL Systems**  
2 Young Place  
Kelvin Industrial Estate  
East Kilbride  
Glasgow G75 0TD

**T:** 01355 235561 **E:** sales@cglsystems.co.uk

CGL Systems is a trading name of Merson's Signs Ltd  
Registered company number SC020547 VAT Reg: GB403080407



- 2.1 Substrate : EN 573-3, EN 485-2, and EN 485-4
- 2.2 Polyester powder coating: BS EN 12206-1: 2004

### 3 **Warranty**

CGL warrants (subject to the provisions of this Warranty) that during the Warranty Period: -

- 3.1 The physical properties of the base material of the Product will be maintained.
- 3.2 The finish will not peel, blister, chip, check, or crack.
- 3.3 Possible chalking, colour and gloss changes will cause no failure of the Product nor considerably reduce its decorative property.
- 3.4 The structural performance of the system will meet specified design requirements.

(And where such Warranties are not complied with, this shall be referred to as a "Defect" or "Defects")

### 4 **Limitations**

- 4.1 The Warranty will apply when the Product is used on vertical or slanting surfaces.
- 4.2 The Warranty will not apply where the Product is used in horizontal surfaces where water can collect for long periods.
- 4.3 The use of the Product in aggressive atmospheres (as detailed below) including (without limitation) in proximity to chemical plants, will invalidate this Warranty.

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- 4.4 The exposure to excessively acidic or alkaline atmospheres, or aggressive dust or vapours, or to other non-specified harmful substances in the atmosphere will invalidate this Warranty.
- 4.5 This limited warranty is exclusively for the customer that has purchased the product direct from CGL Systems. Accordingly, this limited warranty is nontransferable and automatically terminates upon the transfer of the products to any individual or entity. "Transfer" means (i) transfer of the products along with property on which the products are installed, or (ii) transfer of the products detached from any property.
- 4.6 The limited warranty is 20 years with a limited refund period starting after 8 Years. During the first 8 year period after the delivery date, the limited warranty value will be equivalent to a maximum of 100% of the purchase price of the purchased products. From year 9 until year 20 the limited warranty value will be the following percentage of the total purchase value:
1. Year 9/10/11 80%
  2. Year 12/13/14 70%
  3. Year 15/16/17 40%
  4. Year 18/19/20 10%

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## 5 Maintenance and Cleaning

- 5.1 The Product must be inspected and maintained regularly in accordance with the attached cleaning instructions (“the Cleaning Instructions”). Fully documented and corroborative cleaning records in accordance with the Cleaning Instructions must be kept for the Warranty Period by the Client in relation to the Property to which this Warranty applies.
- 5.2 Failure to observe the Cleaning Instructions will invalidate the Warranty.

## 6 Remedies

- During the Warranty Period, CGL will supply a replacement for, or, at CGL’s option, repair a Product which is proven to be defective in accordance with the terms of this Warranty.
- 6.1 The reasonable costs of dismantling, deconstruction, installation of replacements and/or re-installing a repaired Product shall not be the responsibility of CGL.
- 6.2 Any defective Products must be returned to CGL after replacement.

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7 Exclusions

- 7.1 The Warranty is invalid if Defects have been caused by installation procedures or occurrences outwith the control of CGL including, without limitation, fire, vandalism, radiation, floods, wind damage, mechanical damage or other physical damage, foreign substances in the atmosphere, improper handling and storage and acts of God.
- 7.2 CGL shall be under no liability in respect of any Defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow CGL's instructions (whether oral or in writing and including the Cleaning Instructions), misuse or alteration or repair of the Products without CGL's approval.
- 7.3 CGL shall be under no liability under the Warranty if the total price for the Products has not been paid by the due date for payment.
- 7.4 CGL shall be under no liability under this Warranty if the Products are installed at or on the Property by a party other than an approved installation contractor of CGL [or another party approved by CGL].

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7.5 Save as expressly provided in this Warranty, all warranties, conditions, or other terms implied by statute or common law in respect of the Products are excluded to the fullest extent permitted by law (including those implied by sections 13,14 and 15 of the Sale of Goods Act 1979).

7.6 Except in respect of death or personal injury caused by the negligence of CGL, CGL shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Warranty, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of CGL, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use by the Client or any other party, and the entire liability of CGL under this Warranty shall not exceed the price paid for the Products, as increased in line with the Retail Prices Index in the period from the commencement of this Warranty to the date of a valid claim hereunder.

## 8 Notification of Defects / Claims

8.1 Defects in the Product and any resultant claim(s) under this Warranty must be notified to CGL in writing within 1 month of the defect being noticed, or becoming apparent failing which, the Client will be deemed to have waived its rights hereunder in respect of such Defect.

8.2 Reasonable access to the Property must be made available at all times to CGL for the purposes of inspecting the Product once a claim under this Warranty has been notified.

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**Client Details**

**Project Name and Address**

**Shipping Date:**

**Warranty Issue Date:**

**Issued by:**

Signed for and on behalf of CGL Systems, part of Merson Group by

.....Director

..... 2024

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