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a.b.e.® Construction Chemicals

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PRODUCT QUALITY GUARANTEE

a.b.e.® Construction Chemicals (Pty) Ltd Guarantee Terms and Conditions

a.b.e.® Construction Chemicals (Pty) Ltd ('a.b.e.®') is a leading producer and supplier of specialized construction products. All of our products are made to I.S.O. 9001:2015 Quality Management Standards.

1. Extent of our Guarantee:

- 1.1 This Guarantee is limited to cover the following a.b.e.® products ('the product/s')
 - 1.1.1 super laycryn: a.b.e.® offers a 10-year guarantee on a.b.e.® super laycryn.
 - 1.1.2 super laykold: a.b.e.® offers a 7-year guarantee on a.b.e.® super laykold.
 - 1.1.3 hydroproof: a.b.e.® offers a 5-year guarantee on a.b.e.® hydroproof.
 - 1.1.4 dura.roof: a.b.e.® offers a 5-year guarantee on a.b.e.® dura.roof.

This Guarantee is intended to cover the owner of the premises at which a.b.e.® products are used.

This Guarantee will apply when the product/s are applied correctly and are properly reinforced with a.b.e.® membrane. In the event of product failure, where a.b.e.® products/systems were not used, the Guarantee will be rendered null and void.

- 1.2 The Guarantee is subject to the following terms and conditions :
 - 1.2.1 The total purchase price of the product/s does not exceed R10 000-00 (Ten Thousand Rand), inclusive of VAT.
 - 1.2.2 In the event of the total purchase price exceeding R10 000-00 (Ten Thousand Rand) inclusive of VAT, the Consumer will be required to contact a.b.e.® prior to any work being performed with a.b.e.® product, to which the Guarantee applies, in order that a.b.e.® may inspect the Site and issue specifications for the scope of the work, at the sole discretion of a.b.e.®
- 1.3 a.b.e.® will provide replacement product for the reapplication of the product as may be deemed necessary to repair any applicable product failure in accordance with clause 6.
- 1.4 Throughout this Guarantee the words 'Product Failure' shall mean any of the following occurring:
 - 1.4.1 The ingress of moisture and penetrating damp as a result of cracking, puncturing or peeling from its surface.
 - 1.4.2 Except in areas of long-term ponding such as fish ponds, water features or flat roofs without good drainage.
 - 1.4.3 Ponding water can therefore impact on the product/s long-term performance, as water has varying levels of pH, hardness, contamination and temperate
- 1.5 This Guarantee does not cover any indirect or consequential damages.

2. Commencement and Duration of our Guarantee:

This Guarantee shall commence on the date that the Consumer registers the Guarantee of the product/s in writing to a.b.e.® ('Commencement Date'), subject to supplying a date of proof of purchase.

- 2.1 This Guarantee shall be for the period as specified under 1. above for the specific product, calculated from the commencement date.
- 2.2 This Guarantee shall be for the period as specified under 1. above for the specific product, calculated from the commencement date.
- 2.3 Where any claim arises during the Guarantee period, the period will not start afresh after settlement of the claim, unless a total reapplication is required, as determined in the sole discretion of a.b.e.®
- 2.4 This Guarantee shall only apply to the products purchased and applied within R.S.A.
- 2.5 When a change of ownership occurs in either the owner of the premises at which the a.b.e.® products were used, the new owner must accept the Terms and Conditions of this Guarantee and notice be given to a.b.e.® in writing, furnishing the details for the change of ownership, within a period of 30-days from change of ownership. The duration of this Guarantee does not start again, but continues for the balance of the period.

3. Application of our Guarantee:

- 3.1 **a.b.e.®s** Guarantee applies when:
- 3.1.1 Application work has been done in accordance with the instructions provided for the product concerned with regards to preparation and application procedure.
 - 3.1.2 The Consumer has followed **a.b.e.®s** recommended surface preparation techniques and processes and used the recommended product/s for the surface preparation prior to the waterproofing of the surface.
 - 3.1.3 The Consumer has used the entire product system recommended by **a.b.e.®**
 - 3.1.4 The product is used strictly for the intended applications as stipulated in the appropriate **a.b.e.®** documentation.
 - 3.1.5 The specifications of **a.b.e.®** have been followed correctly in circumstances where clause 1.2.2 applies.
 - 3.1.6 The application procedure has been adhered to regarding maintenance specifications and appropriate records kept of when and by whom this was done.
- 3.2 Application work shall include all elements of surface preparation prior to application of the coating, as well as the process of application.
- 3.3 This Guarantee will not apply should any of the procedures or recommendations outlined in **a.b.e.®** Technical literature not be adhered to.

4. Our Liability and Legal Responsibility:

- 4.1 The liability **a.b.e.®** has shall reduce over the Guarantee period according to the following scale:
- 4.1.1. **super laycryl:**
 - 4.1.2 The first 12 months after commencement date: Total product replacement cost.
 - 4.1.3 From 13 to 24 months after commencement date: 85% of product replacement cost.
 - 4.1.4 From 25 to 36 months after commencement date: 70% of product replacement cost.
 - 4.1.5 From 37 to 48 months after commencement date: 55% of product replacement cost.
 - 4.1.6 From 49 to 60 months after commencement date: 40% of product replacement cost.
 - 4.1.7 From 61 to 72 months after commencement date: 25% of product replacement cost.
 - 4.1.8 From 73 to 84 months after commencement date: 10% of product replacement cost.
 - 4.1.9 From 85 to 120 months after commencement date: 5% of product replacement cost.
 - 4.2.1. **super laykold:**
 - 4.2.2 The first 12 months after commencement date: Total product replacement cost.
 - 4.2.3 From 13 to 24 months after commencement date: 85% of product replacement cost.
 - 4.2.4 From 25 to 36 months after commencement date: 65% of product replacement cost.
 - 4.2.5 From 37 to 48 months after commencement date: 50% of product replacement cost.
 - 4.2.6 From 49 to 60 months after commencement date: 40% of product replacement cost.
 - 4.2.7 From 61 to 72 months after commencement date: 10% of product replacement cost.
 - 4.2.8 From 73 to 84 months after commencement date: 5% of product replacement cost.
 - 4.3.1. **hydroproof:**
 - 4.3.2 The first 12 months after commencement date: Total product replacement cost.
 - 4.3.3 From 13 to 24 months after commencement date: 80% of product replacement cost.
 - 4.3.4 From 25 to 36 months after commencement date: 55% of product replacement cost.
 - 4.3.5 From 37 to 48 months after commencement date: 35% of product replacement cost.
 - 4.3.6 From 49 to 60 months after commencement date: 10% of product replacement cost.
 - 4.4.1. **dura.roof:**
 - 4.4.2 The first 12 months after commencement date: Total product replacement cost.
 - 4.4.3 From 13 to 24 months after commencement date: 80% of product replacement cost.
 - 4.4.4 From 25 to 36 months after commencement date: 55% of product replacement cost.
 - 4.4.5 From 37 to 48 months after commencement date: 35% of product replacement cost.
 - 4.4.6 From 49 to 60 months after commencement date: 10% of product replacement cost.

- 4.4 The product replacement cost shall be the cost of the product at the time of the claim. The Consumer shall be liable for the balance of the replacement costs, which are not covered by **a.b.e.®**, as indicated in clause 4.1. **a.b.e.®** accepts no liability for any delays in completing any required repair work.
- 4.5 **a.b.e.®** pursues a policy for constant development and improvement and reserves the right to alter product specifications without prior notice.
- 4.6 **a.b.e.®** resumes the right to appoint contractors/applicators at its sole discretion.

5. Exclusions:

- 5.1 **a.b.e.®** cannot be held liable for damage that arises from external causes outside of **a.b.e.®'s** control. This will be determined in each instance at **a.b.e.®'s** sole discretion and includes but is not limited to:
 - 5.1.1 Fair wear and tear from elements such as hail, dew, dust, grime, gaseous or pollution, acid rain, incorrect use or cleaning, exceptional fungal infestation, hydrostatic pressure or electrolytic damage, welding or other forms of heating, fire, explosions or radiation, mechanical damage, collision or other accidents, neglect, vandalism, acts of God, force nature, malicious damage or damage caused by industrial actions and the like.
 - 5.1.2 The failure of **a.b.e.®** products occurring in areas difficult to paint or prepare properly as a result of their features, or
 - 5.1.3 The deterioration of any metal as a result of any form of electrochemical action .
 - 5.1.4 Indirect or consequential damages, losses and expenses of any kind, or
 - 5.1.5 Damage resulting from any disturbance or deterioration of the surface caused by any other substance or conditions, or
 - 5.1.6 **a.b.e.®** product/s being applied in areas that are not recommended by **a.b.e.®** such as (but not limited to):
 - i. acrylic product/s being applied to flat roofs, ponds or in areas of long-term ponding.
 - ii. bitumen product/s being applied under tiles.

6. Claims and Repairs under our Guarantee:

- 6.1 Any claim made in terms of this Guarantee shall be made in writing within 30 (thirty) days of the Consumer discovering any defects, damage or failure which gives rise to a successful claim.
- 6.2 The Consumer shall forthwith notify **a.b.e.®** in writing of the claim, providing full details thereof, and shall set out the basis on which it believes that a.b.e. is liable in terms of the Guarantee. a.b.e. shall be entitled to inspect the alleged product.

Failure, in which the coating is alleged to have failed, and to perform any tests in respect thereof, and may do so either itself or by means of any person nominated by it. Prior to such inspection or testing, the Consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating.
- 6.3 The Consumer shall provide such further information a **a.b.e.®** may require, including details of environmental factors and inspection and repair records.
- 6.4 **a.b.e.®** shall use its best endeavours to ensure that coatings required for repairs are available as soon as practical at the place where the repairs are to be carried out, but does not assume liability for delays in this respect.
- 6.5. **a.b.e.®** in its sole discretion shall be entitled to:
 - 6.5.1 Control repair work, which is to be carried out in accordance with all its specifications and instructions, and
 - 6.5.2 Appoint a contractor and/or approved contractor appointed by the Consumer.

7. Registration Procedure for Guarantee:

- 7.1 The Consumer must register with **a.b.e.®** in writing and provide the following:
 - 7.1.1 Full name, I.D. number, telephone number, fax number, cellphone number, e-mail address, postal address and the full physical site address where the a.b.e. product is to be applied.
 - 7.1.3 Give purchase details, including full name of the place you bought the **a.b.e.®** product, date of the purchase and the amount paid, including VAT.
 - 7.1.4 Give details of other products that are to be used as part of the surface preparation, including full name, colour, batch number and expiry date.
 - 7.1.5 Give details of the substrate, surface or material on which the **a.b.e.®** product will be used .
- 7.2 The Consumer needs to receive a Guarantee reference number, to be kept together with the purchase receipt, to be able to make a successful claim in the future.

7.3 The Consumer is provided with the following contact details if a claim is to be made:

a.b.e.® Construction Chemicals (Pty) Limited

PO Box 5100,
BOKSBURG NORTH
1461

Telephone No.: 011-306-9000
Facsimile No.: 011-306-9100
E-mail: elrenes@abe.co.za

DATE UPDATED: 12/08/2021

a.b.e.® is an ISO 9001:2015 registered company
Registration Number: 1982/005383/07
101 Main Reef Road, Boksburg North, 1459
PO Box 5100, Boksburg North, 1461

a.b.e.® Construction Chemicals (Pty) Ltd
is a CHRYSO Group Company



a.b.e.® Construction Chemicals
(Please complete and send back to a.b.e.)

I, _____ would like to

- 1. Register the following product
 - a. Full product name: _____
 - i. Size: _____
 - ii. Colour: _____
 - iii. Batch no.: _____
 - iv. Expiry date: _____

- 2. Product(s) used for the surface preparation
 - a. Full product name: _____
 - i. Colour: _____
 - ii. Batch no.: _____
 - iii. Expiry date: _____
 - b. Full product name: _____
 - i. Colour: _____
 - ii. Batch no.: _____
 - iii. Expiry date: _____

- 3. Proof of purchase
 - a. Date: _____
 - b. Place: _____
 - c. Price of product per unit including VAT: _____

- 4. Address where product applied: _____, South Africa.

- 5. Details of surface, substrate, material on which **a.b.e.®** product(s) will be used:

- 6. Applicator details and date when job was completed:

- 9. Consumer details
 - a. Full name and surname: _____
 - b. ID: _____
 - c. Tel: _____
 - d. Fax: _____
 - e. Cell: _____
 - f. E-mail: _____
 - g. Postal Address: _____

- 10. Change of ownership
 - a. Full name and surname: _____
 - b. ID: _____
 - c. Tel: _____
 - d. Fax: _____
 - e. Cell: _____
 - f. E-mail: _____