SAINT-GOBAIN

PRODUCT QUALITY GUARANTEE

4-metal DTM

Product Quality Guarantee Terms and Conditions of **Saint-Gobain® Construction Products South Africa (Pty) Ltd**, Registration number 1937/010220/07, acting through **a.b.e.® Saint-Gobain**. *("a.b.e.® Saint-Gobain")*.

Subject to the terms and conditions set forth herein, **a.b.e.® Saint-Gobain** products, **4-metal DTM** *(the "Product")* come with a 10-year Product Quality Guarantee *("Product dependent")* when applied on suitable and properly prepared surfaces.

The Product must be installed and maintained in accordance with the product installation instructions found on the product packaging and the product datasheets (hereinafter collectively referred to as the *("Literature")*.

a.b.e.® Saint-Gobain guarantees that its products are of good quality, are suitable for their intended purpose, are in good working order and conform to **a.b.e.® Saint-Gobain** quality control standards.

Product datasheets are available on the **a.b.e®** website: **www.abe.co.za.**

WHO IS COVERED BY THE PRODUCT QUALITY GUARANTEE?

This guarantee is intended to cover the owner of the building *(the "Owner")* at which the **a.b.e® Saint-Gobain** products are used, evidenced by the supply of dated copies of the sales receipt and/or invoice.

If the purchaser is not **the Owner** of the building, the guarantee should be transferred from the purchaser in terms of a building contract entered into for the benefit of **the Owner. The Owner** of the building is required to obtain from the purchaser evidence of the purchase of **a.b.e® Saint-Gobain** products in order to qualify for the guarantee.

TERMS AND CONDITIONS OF PRODUCT QUALITY GUARANTEE

The guarantee is only applicable:

1. For any and all installations, approved installation procedures, in accordance with all the requirements set out in **the Literature**, are followed.
2. For any and all maintenance, approved maintenance procedures and intervals, in accordance with all the requirements set out in **the Literature**, are followed.
3. Only **a.b.e.® Saint-Gobain** overcoats or membranes are used with **the Product** in accordance with all the requirements set in **the Literature.**

Should there be an unlikely product failure attributed to unsatisfactory performance of **the Product** during the guaranteed term, **a.b.e.® Saint-Gobain** will replace **the Product**.

In lieu of providing replacement Product/s, **a.b.e.® Saint-Gobain** reserves the right to, at its sole discretion, refund the amount paid for **the Product.**

a.b.e.® Saint-Gobain's maximum liability under this Guarantee shall not exceed the invoice value of **the Product** which are the subject of the claim and all claims shall be subject to a maximum refund or replacement value of R 10 000.00 (Ten Thousand Rands only), or your local currency equivalent.

a.b.e.® Saint-Gobain shall have no liability under this guarantee for any claims for the costs of stripping-out or refitting of **the Product** or system/s or any other consequential or indirect loss or damage howsoever arising.

In the event of a **Product** replacement pursuant to the above terms, the balance of the original guarantee term shall apply to the replaced **Product** and the guarantee term shall not extend for the balance of the original guarantee term.

This guarantee does not form part of any contract of sale and is not intended to affect, or otherwise replace any rights or obligations conferred by any contract of sale, or by common law. Where the purchaser/owner is a consumer in terms of the Consumer Protection Act, No 68 of 2008, the purchaser/owner has certain statutory rights regarding the return of defective **Product** and/or claims in respect of losses caused by **a.b.e.® Saint-Gobain's** negligence or faulty product/s, and this guarantee shall not affect any of the purchaser's/owner's rights under the Consumer Protection Act.

LIMITATION OF LIABILITY

a.b.e.® Saint-Gobain shall not be liable for, and this guarantee does not apply to, any failure, defect or damage resulting from but not limited to, misuse, abuse, neglect or improper handling or storage, improper installation or maintenance, or installation not in adherence to approve

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installation procedures, or installation on an unsuitable substrate, fire, earthquake, lightning, hurricane, tornado or another violent storm, hail, dew, dust, grime, gas or pollution, acid rain, incorrect use or cleaning, exceptional fungal infestation, hydrostatic pressure or electrolytic damage, or other acts of God; defects in, failure of or damage caused by materials used during the construction of the building, incorrect design by the owner's agents, or by movement, distortion, cracking or settling of walls or foundation of the building; exposure to harmful chemicals; or any other cause such as normal wear and tear, not involving inherent manufacturing defects in **the Product** supplied by **a.b.e.® Saint-Gobain.**

In no event shall **a.b.e.® Saint-Gobain** be liable for any indirect, special, consequential or incidental loss or damages of any kind, including but not limited to labour, costs of installation, any damage to the building or its contents, or injury to any person, resulting from a failure of **the Product.**

OTHER CONDITIONS

No representative or distributor of **a.b.e.® Saint-Gobain**, or third party, is authorised to make any change or modification to this guarantee or to make any representations or promises to the purchaser/owner with respect to this guarantee except as stated herein. No oral representations given or made that are not contained in this document will apply.

a.b.e.® Saint-Gobain reserves the right to discontinue or modify any of its **Product**, including the colour thereof, without any prior notice and shall not be liable as a result of such discontinuation or modification, nor shall **a.b.e.® Saint-Gobain** be liable in the event that any replacement **Product** varies in color in comparison to the original **Product** purchased.

If **a.b.e.® Saint-Gobain** replaces **Product** under this guarantee, it may substitute **the Product** with products designated by **a.b.e.® Saint-Gobain** to be of comparable quality or price range in the event that **the Product** initially installed has been discontinued or modified.

HOW TO CLAIM

In the unlikely event of **the Product** do not performing as promised, the purchaser/owner should contact the Merchant/Store where the products were purchased within thirty days (30) days from the date that the defect arose or became apparent. The Merchant/Store will contact **a.b.e.® Saint-Gobain.**

Prior to contacting **a.b.e.® Saint-Gobain**, the purchaser/owner must have attempted to contact their supplier and or installer to report the issue and request their initial inspection of the installation. Following this, if it is believed that **the Product** is defective, the purchaser/owner shall forthwith notify **a.b.e.® Saint-Gobain** in writing of the claim.

The purchaser/owner must supply **a.b.e.® Saint-Gobain** full details of the date of purchase of **the Product**, the supplier and installer of **the Product** and documented proof of purchase (sales receipt/invoice for initial installation and maintenance) as well as clear images of the alleged defect or failure. It is recommended that proof of the initial purchase of **Product** (sales receipt/invoice), proof of purchase of maintenance **Product** (sales receipt/invoice) and associated documentation (e.g. installer credentials) are kept in a safe place.

a.b.e.® Saint-Gobain may, in its sole discretion, request inspection of the installation in order to determine whether the purchaser/owner has a valid claim.

The purchaser/owner shall allow **a.b.e.® Saint-Gobain** reasonable access to the installation in the event that **a.b.e.® Saint-Gobain** wish to inspect the installation.

a.b.e.® Saint-Gobain reserves the right to appoint its own expert to conduct the inspection and to have **the Product** used independently assessed for quality and specification adherence.

GENERAL

This guarantee document constitutes the sole record between the parties in relation to the subject matter hereof. Neither party shall be bound by any express, tacit nor implied term, representation, warranty, promise or the like not recorded herein.

No addition to, variation, novation or agreed cancellation of any provision of this guarantee document shall be binding upon the parties unless reduced to writing and signed by or on the behalf of the parties.

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ISO 9001:2015 registered company
Call: (+27) 860 223 773 | (+27) 11 306 9000
www.abe.co.za

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