

# Commercial Rooflights

## 10 YEAR PERFORMANCE WARRANTY

(Mardome, Marvault, Mono Pitch, Dual Pitch, Skylight, Xlok, Marlon Clickfix, Multivault SSR, Marlon Toploc)

<b>PROJECT</b>	<b>XXX</b>
<b>BMDS CUSTOMER</b>	<b>XXX</b>
<b>SALES ORDER NUMBER(S)</b>	<b>XXX</b>
<b>AUTHORISED</b>	<b>XXX</b>
<b>DATE</b>	<b>XXX</b>

WARRANTY

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Brett Martin Daylight Systems guarantee that the polycarbonate rooflights for the above project:-

- i. will remain fit for purpose in normal industrial conditions for a period of 10 years i.e. will not become perforated, or lose significant structural strength or distort to the extent of losing weathertightness
- ii. have been manufactured in accordance with appropriate current British and European product standards (e.g. BS EN 1873 or BS EN 14963) with a design and manufacturing management system accredited to ISO9001
- iii. have been manufactured from polycarbonate which carries a manufacturer’s warranty, which guarantees that a cleaned sample of rooflight shall:
  - a. not show an increase in yellowness index of more than 10 Delta compared with the original value when tested in accordance with the method described in ASTM D1925 (1977)
  - b. not show a loss of light transmission of more than 10% when compared to its original value when tested in accordance with the method described in ASTM D1003 (1977)
  - c. achieve an impact resistance of at least 27Nm when impact tested using a falling dart impact test

This Warranty is valid provided that the rooflights have been used in accordance with Conditions of Use shown in clauses 1 to 8, and is subject to the Limitations shown in clauses 9 to 20.

Failure to strictly adhere to any of these clauses will render this Warranty null and void.



### Conditions of Use

1. This Warranty applies only to Mardome, Marvault, Mono Pitch, Dual Pitch, Skylight, Xlok, Clickfix and Multivault SSR rooflights fitted in the UK or Ireland.
2. The rooflights have been handled, transported, stored, and fitted without damage to the glazing materials or surface protection, and the protective surface has not been penetrated, scratched, cracked or damaged in any way following installation.
3. The glazing has been installed with protected surface uppermost, and the underside has not been exposed to solar radiation or weathering.
4. The rooflights have been fully specified, handled and installed:
  - a. in accordance with Brett Martin Daylight Systems installation instructions, handling and care instructions and all relevant Brett Martin Daylight Systems Technical Bulletins
  - b. in accordance with all Building Regulation requirements including Approved Documents L2
  - c. in accordance with relevant legislation and current good practice
  - d. in the application for which they were designed, particularly that the roof pitch, supporting structure and upstand (where applicable) is appropriate. Mardome, Marvault, Skylights and Multivault SSR are usually designed for use on flat roofs (with pitch <5°); Clickfix is usually designed for use vertically or in pitched applications (with pitch >15°); Mono Pitch, Dual Pitch and Xlok designed for use in pitched roofs (with pitch >15°), unless otherwise agreed in writing.

Any issues arising partially or in whole from any aspect of incorrect installation, or from use in an application for which they were not specifically intended or designed, are excluded from this Warranty.
5. Where relevant, all rooflight skins used in a multi-skin site assembled construction have been designed to be compatible, and have all been supplied new on the same contract by Brett Martin Daylight Systems. This Warranty will not apply to rooflights installed in conjunction with existing rooflight skins or those supplied from any other source.
6. The rooflights and the installation (e.g. fasteners, sealants, supporting structure etc):
  - a. have been inspected on a regular basis by a competent person, at an appropriate frequency not exceeding 3 years, or shorter wherever necessary as a result of environmental conditions or results of previous inspections
  - b. if any requirement for maintenance of the rooflights or the installation has been identified by this inspection, that these have been carried out to the original specification in a timely manner
  - c. that evidence is available of this inspection, the observations made and any maintenance requirements identified, and of any subsequent maintenance carried out
7. This Warranty applies only to normal commercial or industrial conditions, where there are no uses of the building, and no internal or external environmental factors (e.g. internal humidity exceeding 55% at 20°C, internal temperatures outside the range 15-20°C, or unusually high levels internally or externally of chemicals or other pollutants) which would act so as to reduce the effectiveness of the functioning of any component of the roof or rooflight installation during the warranty period.
8. The rooflights have not been subject to abrasion, chemically aggressive environments, abnormal loadings, wind or snow loads in excess of 900 N/m<sup>2</sup>, mechanical impact, excessive stresses, radiation, or temperatures in excess of 60°C or any other events or conditions which have had or may have any deleterious effect on them.

### Limitations of the Warranty

9. All defects resulting from storm damage and any other matters covered by an ordinary buildings insurance policy, and fair wear and tear are excluded from this Warranty.
10. In the event of any alleged failure of the rooflights to perform their specified use and purpose, Brett Martin will be provided with reasonable and sufficient access to the rooflights in situ, without charge, for purposes of inspection and investigation, and in the unlikely event that any remedial or replacement work is required.
11. This Warranty shall be related to a specific building, and the period of validity of shall be limited to that for the surrounding roofing material, wherever this is less than 10 years. The validity period commences on the date of invoice, or date of delivery if this is earlier.
12. All claims in respect of powder coating will be assessed against the performance criteria set out in BS 6496:1984 (and amendments).
13. All claims in respect of gaskets will be assessed against the testing requirements set out in BS 6375 and BS 5368.
14. All claims in respect of seals on double glazed units (DGUs) and the aesthetic effect of condensation which may occur if DGU seals fail are limited to a period of 5 years.
15. All claims in respect of electrical actuators, sensors, fans and control systems are limited to a period of 1 year unless agreed otherwise. All actuators have a design life of at least 10000 cycles.
16. Claims are limited exclusively to the original purchase cost of the rooflight materials only, following production of the original purchase invoice. All other claims are expressly excluded.
17. In the event of a justified claim Brett Martin shall at their own discretion either replace or repair the rooflights, or provide reimbursement of full invoice value.
18. This Warranty relates specifically to the contract between Brett Martin Daylight Systems and our customer, and is not transferable. It will only operate if all the terms of the contract with Brett Martin Daylight Systems (including terms of payment) have been fully observed, and goods have been paid for in full. It will not be valid if payments have been offset from any other contract, or any monies, including retentions, have been withheld from Brett Martin Daylight Systems in association with any claim under this Warranty.
19. Any claims in respect of the durability of the material must be notified to Brett Martin Daylight Systems immediately, or not later than 28 days after the alleged failure.
20. The Law of England shall be the law applying to this Warranty.