

# ONE Warranty

## Terms & Conditions



### 1. INFORMATION ABOUT US

- 1.1 This Warranty is provided by SIG Roofing ("SIG" or "we"). SIG is a trading name of SIG Trading Limited, a company registered in England and Wales under company registration number 01451007. SIG's registered address is Adsetts House, 16 Europa View, Sheffield Business Park, Sheffield S9 1XH.
- 1.2 You can contact SIG by telephoning our customer service team on 01274 696979, by emailing us at [one-warranty@sigplc.co.uk](mailto:one-warranty@sigplc.co.uk) or by writing to us at One Warranty, C/O SIG Assured, Adsetts House, 16 Europa View, Sheffield Business Park, S9 1XH. Our customer service team is available from Monday to Friday 8.00am to 5.00pm.
- 1.3 This Warranty is at all times subject to the terms, conditions and exclusions set out below. For further details, please see <http://www.sigroofing.co.uk/onewarranty>.

### 2. THE WARRANTY

- 2.1 In the event that the Product fails to comply with the terms of the Warranty as set out in the Warranty Certificate, SIG shall, at its option, repair or replace the defective Product(s) at no charge to the owner of the Property using materials which have been selected by SIG, or refund the price of the defective Product in full.
- 2.2 SIG provides this Warranty for the period set out in the certificate and if no date is stated, fifteen (15) years from the date of purchase of the Products (the "Warranty Period").
- 2.3 Certain paragraphs of this Warranty will only apply where the owner of the Property is acting either in the course of a business, trade or profession ("Business Customer") or as an individual consumer ("Non-Business Customer"). This will be clearly signposted in the relevant paragraphs.
- 2.4 This Warranty does not cover installation of the Products. If there are any issues relating to the installation or use of the Products at the Property, please contact the contractor specified in the ONE Warranty Certificate (the "Contractor") who is responsible for the selection and installation of the Products.
- 2.5 Please note that only "Participating Products" must be used throughout the whole roof at the Property (including, but not limited to, clay fittings, ridges and eaves for pitched roofs and primers, outlets, and trims for flat roofs). Failure to do so will invalidate this Warranty. SIG reserves the right to change or substitute Participating Products at any time without prior notice. For a full list of Participating Products please visit [www.sigroofing.co.uk/onewarranty/products](http://www.sigroofing.co.uk/onewarranty/products).

### 3. WARRANTY CONDITIONS AND EXCLUSIONS

- 3.1 SIG shall not be responsible for any failure of and/or leaks caused by anything other than defects in the manufacture of the Products themselves. Therefore this Warranty does not cover and SIG shall not be responsible for any defects, damage or liability which results from:-
  - 3.1.1 improper storage or handling of the Products
  - 3.1.2 failure of any component of the roof at the Property supplied by third parties;
  - 3.1.3 normal wear and tear, misuse of the Products, the natural ageing of the Products, defects caused or contributed to by improper fixing, movement in the construction of the roof at the Property, foot traffic or damage from foreign bodies;
  - 3.1.4 physical damage however caused prior to, during, or after installation (including during regular maintenance) or defects that are caused as a result of modifications or repair attempts;
  - 3.1.5 repair, re-use or alteration of the installed Products where such works are not carried out in accordance with the Product manufacturer's requirements or guidelines issued by SIG (and for the avoidance of doubt the Warranty shall not apply in respect of the Product installed anywhere except at the Property);
  - 3.1.6 structural failures (including but not limited to, settling or shifting of the Property, movement, cracking or deflection of the deck or substrate, girders, beams, partitions or foundations);
  - 3.1.7 water entry from adjacent structures or from any other part of the Property other than the roof;
  - 3.1.8 hazards commonly treated as insurable risks (including but not limited to, acts of God, lightning, storms, fire, impact by/from aircraft or malicious damage) whether or not the owner of the Property is insured against the occurrence of such hazards;
  - 3.1.9 the owner of the Property's failure to comply with these terms and conditions, including, without limitation, neglect, abuse or misuse of the Products by the owner of the Property;
  - 3.1.10 incorrect design of the structure to which the Products are attached;
  - 3.1.11 acts of God and other severe or abnormal weather conditions or natural phenomena (including, but not limited to, hurricanes, tornadoes,

floods, lightning, storms and earthquakes);

- 3.1.12 airborne pollutants (including, but not limited to, acid rain);
  - 3.1.13 contact with petrochemical products and derivatives (including, but not limited to, bitumen, petrol, oil and vegetable oils, or products and derivatives based on any of the same);
  - 3.1.14 any defects in the Products caused by excess moisture in a previous or existing roofing system (including, but not limited to, insulation or the associated structure) or by refurbishment projects;
  - 3.1.15 any damage to or defects in the Products resulting from issues or considerations which should have been made apparent by the Contractor, the owner of the Property, or any other third party (such as an architect) during the design process;
  - 3.1.16 any deterioration of an aesthetic nature including any discolouration or change in appearance of the Products which will occur during the Warranty Period as a natural result of exposure to UV light and normal weather conditions;
- 3.2 This Warranty shall only apply if:
- 3.2.1 the Products have been installed strictly in accordance with: (a) the British Standards codes of practice in force at the time of installation (including but not limited to BS 5534:2014+A2:2018, BS8000-8:2023, BS6229:2018 and BS8217:2005); (b) any other recognised codes of practice in force at the time of installation; and (c) any manufacturer's fitting instructions and technical recommendations;
  - 3.2.2 the owner of the Property takes all normal and prudent steps to and has maintained the roof in a serviceable condition at all times during the Warranty Period in accordance with the relevant British Standards, including adequate maintenance of gutters, outlets, and the membrane. Also in accordance with BS6229:2018 Flat Roofs with continuously supported coverings – Code of Practice;
  - 3.2.3 the owner of the Property has not misused the roof at the Property or otherwise dealt negligently with it (whether by itself, its agents, contractors, employees or invitees);
  - 3.2.4 all Products provided have been invoiced by SIG and paid for in full;
  - 3.2.5 the Property is located in England, Scotland, Wales or Northern Ireland;
  - 3.2.6 where you are a Business Customer, there is no outstanding dispute between you and the Contractor.
- 3.3 This Warranty does not cover any colour shade, curvature, surface finish and dimensional variations of the Products, as well as lime spotting on up to 10% of the Product on Natural and Reclaimed Slate, Clay Tiles and Reproduction Stone (applicable to Pitched Roofs specifically)
- 3.4 Where the circumstances in paragraphs 2.5, 3.1.1, 3.1.2, 3.1.4, 3.1.5, 3.2.1, 3.2.3, 3.2.4, 3.2.5 or 3.3 apply, we would suggest that you contact the Contractor.

#### **4. OUR LIABILITY TO YOU IF YOU ARE A BUSINESS CUSTOMER**

- 4.1 SIG does not exclude or limit its liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other losses which cannot be excluded or limited by applicable law.
- 4.2 Subject to paragraph 4.1, SIG shall not be liable for any economic, indirect or consequential losses. For the avoidance of doubt, this Warranty does not cover incidental or consequential damage to contents of the Property or any part of the Property on which the Products have been installed.
- 4.3 Subject to paragraphs 4.1 and 4.2, SIG's total liability to you under this Warranty shall not exceed the cost of the repair or replacement of the defective Product(s).
- 4.4 This Warranty is in place of and, to the extent permitted by law, replaces and excludes all other warranties and conditions whether express or implied by common law, statute (including terms implied by sections 13 to 15 of the Sale of Goods Act 1979), trade practice or otherwise.

#### **5. OUR LIABILITY TO YOU IF YOU ARE A NON-BUSINESS CUSTOMER**

- 5.1 If we fail to comply with this Warranty, we are only responsible for loss or damage you suffer that is a foreseeable result of us breaching this Warranty or failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Warranty was issued by us, both we and you knew it might happen.
- 5.2 Please note that this Warranty is in addition to, and does not affect, your legal rights in relation to the Products in the event that they are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

#### **6. HOW TO MAKE A CLAIM UNDER THIS WARRANTY**

- 6.1 If you wish to make a claim under this Warranty then any defects in the Products must be notified in writing within 30 days of discovery (and in any event not later than the expiry of the Warranty Period) to SIG at the following address: ONE Warranty Claim, SIG Roofing, C/O SIG Assured, 16 Europa View, Sheffield Business Park, S9 1XH. Where applicable, a copy of the claim should also be sent to the Contractor within 48 hours of the claim being notified to SIG under this paragraph.
- 6.2 Notification of a claim to SIG shall be considered to be the owner of the Property's authorisation for SIG or its agents to inspect the roof at the Property. If the fault is found to be outside the scope of this Warranty, SIG reserves the right to charge the owner of the Property for the reasonable costs of the inspection.
- 6.3 Any repairs deemed necessary by SIG during an inspection of the roof which are the fault of the owner of the Property (or its agents, contractors,

employees or invitees) must be carried out at the owner of the Property's expense in accordance with SIG's recommendations for this Warranty to continue to be effective.

## 7. MISCELLANEOUS

- 7.1 The Client may transfer the benefit of the Warranty to any subsequent owner of the Property, provided that prior consent to the transfer is obtained from SIG in writing. In order to obtain SIG's written consent, any owner of the Property must inform SIG of the address of the Property, the Warranty Reference Number and the name of the new Property owner. The Warranty will only transfer to the new owner of the Property when SIG has provided its consent to the transfer in writing.
- 7.2 This Warranty is between you and SIG (and any subsequent transferee in accordance with clause 7.1). No other person shall have any rights to enforce any of its terms.
- 7.3 Each of the paragraphs of this Warranty operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 7.4 This Warranty is governed by English law. This means that this Warranty and any dispute or claim arising out of or in connection with it will be governed by English law.
- 7.5 If you are a Business Customer, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Warranty.
- 7.6 If you are a Non-Business Customer, we both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Warranty. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.