



GLASROC® X

Exterior Wall Cladding System

5 YEAR LIMITED WARRANTY



XpecSure™
SYSTEMS WARRANTY



5 YEAR LIMITED WARRANTY

1. WARRANTY

Saint-Gobain Construction Products South Africa (Pty) Ltd (Company Registration No. 1937/010220/07) (“Saint-Gobain”), subject to the conditions and limitations set forth herein, warrants that its Glasroc® X Exterior Wall Cladding System (“the system”) will perform to the parameters published in the specifications current at the date of purchase (“Specifications”), for a period of 5 (five) years (“the Warranty Term”) following the date of installation of the system by an installer trained and certified by Saint-Gobain (“Certified Installer”).

The warranty is subject to South African law and to the exclusive jurisdiction of the South African Courts.

This warranty covers only the individual components supplied by Saint-Gobain that make up the Glasroc® X Exterior Wall Cladding System & must be installed by a Certified Installer.

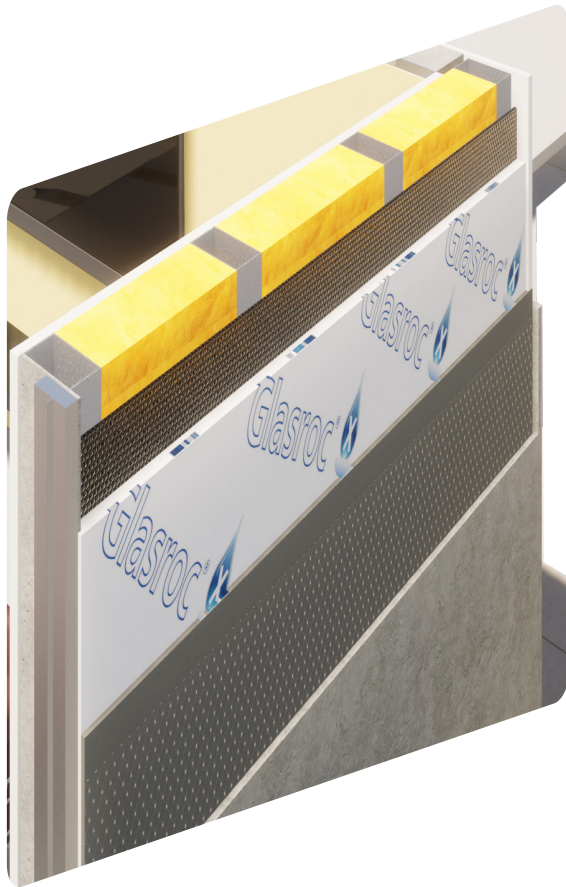
The system comprises products that are supplied by Saint-Gobain & products supplied by other third-party entities in varying designs and components of products.



The below products are supplied by Saint-Gobain & may form part of the system (“Products”).

2. DESCRIPTION

- Glasroc® X Sheathing Board
- Weber® Tylon® X Basecoat
- Glasroc® X Fibre Mesh
- Glasroc® X Tape
- 41mm long Gyproc Jack-point Screws
- 25mm long Gyproc Jack-point Screws
- 102mm Isover Cavitybatt™ insulation
- Glasroc® X Base Trim (Starter Channel)
- Glasroc® X Corner bead
- Glasroc® X Corner bead with drip
- Glasroc® X Expansion Joint
- a.b.e® Duraflex
- a.b.e® Ecoflex (250mm wide)
- a.b.e® Drain 8
- Gyproc RhinoBoard® FireStop® dB
- Gyproc RhinoTape®
- Gypframe Corner beads
- Gyproc RhinoGlide (for jointed internal finish)
- Hannoband
- 150mm a.b.e.® super laykold tape
- 50mm a.b.e.® super laykold tape
- Gyproc RhinoBoard® FireStop® dB
- 41mm long Gyproc Jack-point Screws
- Gyproc RhinoLite® Multipurpose (skimmed finish)



5 YEAR LIMITED WARRANTY

3. EXCLUSIONS FROM THIS WARRANTY

Third party products that may form part of the system include:

- the marmoran finishing
- starter angle
- lightweight steel frame
- other types of finishing products

4. WHO IS COVERED BY THIS WARRANTY

The original purchaser of the system (purchased either directly from Saint-Gobain or via a licenced distributor), is covered by the warranty, for the Warranty Term, evidenced by the dated sales receipts and invoices (“Proof of Purchase”).

The warranty on the system may be transferred from a Certified Installer (or contractor appointing the Certified Installer) in terms of a building contract entered into for the benefit of the owner of the building (“the Owner”). The Owner of the building is required to obtain from the Certified Installer (or contractor appointing the Certified Installer) the Proof of Purchase in order to claim from the warranty, and to ensure that the installer is a Certified Installer as required herein. The warranty may not be transferred more than once.

It is recommended that the Proof of Purchase together with a copy of this warranty and associated documentation are kept in a safe place.



5. TERMS AND CONDITIONS

The Glasroc® X Exterior Wall Cladding System Guidelines (“Guidelines”) are downloadable from:

<https://sgg.showpad.com/share/8SMWxTqftmuj7NBLA2sVF>

The system must be installed by a certified Installer, using approved installation procedures, in accordance with all the requirements set out in the guidelines.

The system, once installed, must be maintained using approved methods and procedures set out in the guidelines.

Should there be an unlikely failure for the system to perform to Specifications and such failure is not due to third party products, Saint-Gobain will, subject to inspection as provided for herein, replace the defective components of the system. Saint Gobain reserves the right to deviate from the original System at its discretion (at the Owner’s request or otherwise) on condition that the warranty is not invalidated as a result thereof.

Saint-Gobain shall have no liability under this warranty for any claims for the act of or the costs of stripping-out or refitting of the system and/or any buildings or any other consequential or indirect loss or damage howsoever arising.

5. TERMS AND CONDITIONS

In lieu of replacing the defective components of the system, Saint-Gobain reserves the right to, at its sole discretion, refund that amount paid for the defective components of the System, excluding costs to install.

Saint-Gobain’s maximum liability under this warranty shall not exceed the invoice value of the Products installed into the system which are the subject of the claim.

In the event of a product replacement pursuant to the above terms, the original warranty shall apply to the replaced system and will extend for the balance of the original Warranty Term. No agreement to repair or replace any part of or all of the system shall extend the period of coverage of this warranty.

This warranty does not form part of any contract of sale, and is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by common law. Where the Certified Installer/Owner is a consumer in terms of the Consumer Protection Act, No 68 of 2008, the Certified Installer/Owner has certain statutory rights regarding the return of a defective system, claims in respect of losses caused by Saint-Gobain’s negligence or a faulty system, and this warranty shall not affect the Purchaser’s/Owner’s statutory rights.



5 YEAR LIMITED WARRANTY

6. LIMITATIONS

Saint-Gobain shall not be liable for, and this warranty does not apply to, any failure, defect or damage resulting from or connected with misuse, abuse, neglect or improper handling or storage, improper installation or maintenance, or installation not in accordance with the Guidelines, fire, earthquake, lightning, hurricane, tornado or other violent storm, 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 products supplied by Saint-Gobain.

Saint-Gobain shall not be liable for, and this warranty does not apply to, any failure, defect or damage to material which has been painted, varnished or similarly coated over the system's original finish.

Saint-Gobain shall not be liable for, and this warranty does not apply to, any failure, defect or damage to the lightweight steel frame required for the system to be installed, and which is to be designed by a structural engineer.

6. LIMITATIONS

Saint-Gobain shall not be liable for, and this warranty does not apply to, any failure, defect or damage to material due to water ingress at windows due to workmanship.

Saint-Gobain shall not be liable for, and this warranty does not apply to, fire or acoustic performance of the System.

This warranty is only applicable to justified claims where the system has been correctly installed by a Certified Installer.

For the warranty to be applicable to any justified claim then the system must have been checked, installed and maintained as per the instructions set out in the Guidelines. The Products used in the system construction must be checked for acceptability in all respects prior to installation. Claims for defects that would be visually apparent prior to or at the point of installation will be rejected as it is the responsibility of the Certified Installer and/or Owner of the system to check for any visual defects before installing the system.

7. OTHER CONDITIONS

This warranty is expressly in lieu of all other oral or written warranties, liabilities or obligations of Saint-Gobain. In no event shall Saint-Gobain be liable for consequential or incidental damages of any kind, including any damage to the building, its contents or any person therein, resulting from a failure of the system from performing to the parameters published in the specifications.

No representative or distributor of Saint-Gobain, or third party, is authorized to make any change or modification to this warranty, or to make any representations or promises to the Certified Installer/Owner with respect to this warranty except as stated herein.

Saint-Gobain reserves the right to discontinue or modify any of its Products forming part of the system, including the colour thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall Saint-Gobain be liable in the event replacement material varies in color in comparison to the original Product.

If Saint-Gobain replaces a Product within the system under this warranty, it may substitute Products designated by Saint-Gobain to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

8. HOW TO CLAIM UNDER THIS WARRANTY

In the unlikely event of the system failing to perform to the parameters published in the specifications, the Certified Installer/Owner should contact Saint-Gobain on gyproc.claims@saint-gobain.com within thirty days (30) days from the date that the defect arose or became apparent, failing which the warranty may be invalidated.

Saint-Gobain shall be entitled to inspect the installation of the System and the Certified Installer/Owner will allow reasonable access to the defective system in order for such inspection to take place.

Saint-Gobain shall then promptly inspect the system prior to the furnishing of any replacement system / component products. Upon approval, and within a reasonable period of time, Saint-Gobain will provide the replacement system / component Products (or in lieu of providing a replacement system / component Products, Saint-Gobain shall refund the amount paid for the non performing system / component Products in accordance with the terms set forth above.

Saint-Gobain reserves the right to appoint its own expert to conduct the inspection and to have the system and products used independently assessed for quality and specification adherence and the Certified Installer / Owner's adherence to the guidelines.

5 YEAR LIMITED WARRANTY

8. HOW TO CLAIM UNDER THIS WARRANTY

In the event that there is a dispute as to whether the failure is an application/installation or a system/product failure, the parties shall agree on the appointment of an independent competent person (as defined in the National Building regulations) to decide whether the matter is a material defect or application/installation defect on the system and/or product of the system, and both parties will accept the finding and the cost of the independent person shall be borne by the party responsible.

If the parties cannot agree on the identity of the independent competent person, either party may make application to the current chairman of the Engineering Council of Southern Africa to make such appointment / nomination.



9. GENERAL

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

This warranty supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.

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





SAINT-GOBAIN

300 Janadel Avenue,
Halfway House, Midrand, 1685
Tel.: +27 (0) 12 657 2800
www.gyproc.co.za