



Guarantee of Durability

Subject to ACA (Kent) Ltd having been paid in full for any products to which this guarantee applies, and in accordance with the agreed terms, the durability of its clay roofing products is guaranteed against defects arising from the manufacturing process or materials used for a period of 30 years from the date of purchase, as set out below.

1. This guarantee applies only where the tiles have been fixed in accordance with the relevant British Standard Code of Practice (BS5534) in all respects; and in accordance with ACA (Kent) Ltd recommended installation practices. In the case of clay tiles, we are prepared to reduce the minimum pitch to 35 degrees as opposed to the 40 degrees recommended in the British Standard. The reduction of roof pitch to 35 degrees is solely for the purposes of this guarantee of Product Durability and does not imply approval of any departures from the code of practice.

2. The tiles are guaranteed only in respect of failure of the body of the tile due to defective manufacture. The guarantee excludes failures caused by abnormal weather conditions, fire, explosion, flood, storm, tempest, impact or damage caused by incorrect installation or routine roof maintenance, further building or construction work – and the like, including aerial installation.

3. Any claim hereunder must specify in writing the fault or defect to which it relates and be received by ACA (Kent) Ltd within 30 years of the date of despatch and also within 30 days of the date on which that fault or defect would first have been apparent. All claims must be supported by proof of purchase date. In relation to replacement, this guarantee shall apply for the unexpired portion of the guarantee period.

4. ACA (Kent) Ltd shall have no liability howsoever arising under this guarantee except in relation to faults in design or defects in manufacture by ACA (Kent) Ltd specified in a claim submitted strictly in accordance with paragraph 3.

ACA (Kent) Ltd shall be released from all liability under any such claim unless it is established to ACA (Kent) Ltd satisfaction that the product to which it relates to has at all times been transported, handled, stored and installed strictly in accordance with ACA (Kent) Ltd recommendations and with good roofing practice.

The product shall at no time have been put to uses or exposed to atmospheric conditions other than those considered normal by ACA (Kent) Ltd.

5. Claims under this guarantee will not include consequential loss and is limited to free of charge replacement and delivery of the tiles judged by us to be faulty. ACA (Kent) Ltd must be given an opportunity to inspect the tiles in situ. The Company's decision is final.

6. This guarantee does not constitute a variation in our Conditions of Sale except to the extent that it varies the express replacement rights in respect of tiles supplied.

