

Barracuda Brick Slip Support System – Design Life Warranty

Barracuda – Draft Design Life Warranty. Issue: 001 Date: 09/06/2024

Building Name:

Building address:

Signed on behalf of James & Taylor:

Name and Position of Signatory:

James & Taylor warrants to the Building Owner or its successor (subject to the following conditions) that the Barracuda Brick Slip Support System supplied to the above named Building will remain free from significant performance impairing defects for a duration equivalent to the specified design life of the building facade.

The design life period 'agreed' for the above named Building is: __ years

Barracuda Brick Slip Support System Materials first delivered: __/__/__

Conditions:

1. The duration of this Warranty commences on the date that James & Taylor Barracuda Brick Slip Support System materials are first delivered to the building site, pre-fabrication facility or temporary storage location.
2. This Warranty shall exclusively apply to James & Taylor supplied Barracuda Brick Slip Support System materials installed at the above named Building address.
3. This Warranty shall exclusively apply to the Building's use communicated to James & Taylor at the time of order placement. Any change of Building use during the Warranty period must be agreed in writing by James & Taylor.
4. This Warranty may be assigned only with the prior written consent of James & Taylor during the Warranty period. The Warranty period remains unchanged and is in no way extended in the event of any assignment of this Warranty.
5. This Warranty does not cover claims made by any persons other than the Building Owner or its successors or permitted assignee.
6. The parties to this Warranty do not intend that any term of this Warranty may be relied upon or shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Warranty.

7. This Warranty is governed by English law and the English courts have exclusive jurisdiction to determine any dispute arising out of or in connection with this Warranty.

8. All James & Taylor supplied Barracuda Brick Slip Support System materials must be installed in complete accordance with James & Taylor 'Installation Guides' and 'Typical Details' (current at the time of construction) and/or any 'Construction Issue' 'Project Specific Details/Drawings' provided by James & Taylor Ltd.

9. This Warranty does not cover the failure of any James & Taylor supplied Barracuda Brick Slip Support System Materials due to faulty workmanship or damage caused during or subsequent to the installation process.

10. This Warranty and any benefits/remedies that might be derived from it, pertain to, and are limited to, significant performance impairing defects that may occur solely in James & Taylor supplied Barracuda Brick Slip Support System materials.

11. This Warranty does not cover failures or faults that might occur in any materials not supplied by James & Taylor or any damage caused by any such failure. This Warranty does not cover failures or faults in brick slips, mortars or sealants.

12. This Warranty does not cover faults (perceived or otherwise) with the surface colour or appearance of any materials once installed.

13. This Warranty does not cover failures or faults caused by subsidence or movement of the building structure, however caused.

14. This Warranty does not cover failures or faults in James & Taylor supplied Barracuda Brick Slip Support System materials that result from alteration, including but not limited to, the attachment of lighting, signage, security alarms and cameras.

15. This Warranty does not cover failures or faults in James & Taylor supplied Barracuda Brick Slip Support System materials that result from, weather or environmental conditions more severe than those envisaged by and/or communicated to James & Taylor at time of supply.

16. This Warranty does not cover failures or faults in James & Taylor supplied Barracuda Brick Slip Support System materials that result from, pollution more severe than that envisaged by and/or communicated to James & Taylor at time of supply.

17. This Warranty does not cover failures or faults in James & Taylor supplied Barracuda Brick Slip Support System materials that result from, lightning, fire, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft or other aerial devices or articles dropped therefrom, terrorism, riot, civil commotion, explosion, natural disaster or act of God.

18. The Building façade into which the James & Taylor supplied Barracuda Brick Slip Support System materials are incorporated must be adequately maintained and inspected. The Building façade must be formerly, periodically inspected on a once yearly basis at the Building Owners cost. The period of time that elapses between periodic inspections must not exceed 16 months. Adequate records of these inspections must be kept and made available to James & Taylor upon request.

19. James & Taylor must be paid 'in full' for all materials supplied to the above named building unless a deduction/cost reduction is expressly agreed in writing by James & Taylor.

20. James & Taylor's maximum aggregate liability to the Building Owner or its successor or permitted assignee in connection with this Warranty, whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall under no circumstances exceed the pre VAT invoiced value of the James & Taylor Barracuda Brick Slip support System materials originally supplied to the above named project.

21. James & Taylor shall not be liable to the building owner or its successors or permitted assignee in connection with this Warranty for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings or indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

22. If any term of this Warranty is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Warranty and this will not affect the remainder of this Warranty which will continue in full force and effect.

23. This Warranty contains all the provisions between James & Taylor and the Building Owner its successors or permitted assignee relating to liability for James & Taylor supplied Barracuda Brick Slip Support System materials used in connection with the above named Building. There are no conditions, warranties, representations or other terms, whether express or implied, in relation to the James & Taylor supplied Barracuda Brick Slip Support System materials that are binding on James & Taylor and/or the Building Owner its successors or permitted assignee except as specifically stated in this Warranty.

How to Make a Claim

24. If the Building Owner wishes to make a claim, they should inform James & Taylor in writing as soon as possible but in any event within 30 days of the fault being discovered.

25. The Building Owner must provide James & Taylor with all information, assistance and access to the Building which James & Taylor may require to investigate the claim.

26. The claim should be sent to; James & Taylor Ltd, Unit 8 Metroplex, 230 Red Lion Road, Surbiton, Surrey, KT6 7QB.

27. Any claim must be accompanied by a copy of the original Warranty.