

Ecobat Resources UK Ltd

Guarantee Statement for Rolled Lead Sheet produced to the BSEN12588:2006 Standard

Introduction

ECOBAT RESOURCES UK LTD is a manufacturer and producer of lead sheet to the standards of BS EN 12588:2006 "Lead and Lead Alloys - Rolled Lead Sheet for Building Purposes".

ECOBAT RESOURCES UK LTD promotes the use of BS EN 12588:2006 lead sheet for construction purposes. Lead sheet offers a long service life and can fulfill the requirements of the building industry and help it to reduce waste and increase recycling. In addition, lead sheet that is used and disposed of correctly will not be a significant health risk. It has a high resistance to atmospheric corrosion and is a naturally occurring element.

ECOBAT RESOURCES UK LTD recommends that the installation of such BS EN 12588:2006 complying lead sheet is undertaken fully in compliance with first, BS 6915:2001 "Design and Construction of Fully Supported Lead Sheet Roof and Wall Coverings - Code of Practice"; and secondly, in accordance with the Lead Sheet Training Academy (LSTA) "Rolled Lead Sheet - The Complete Manual" that is current at the date of installation of the lead sheet (the Manual).

ECOBAT RESOURCES UK LTD is confident that, if installed in a building correctly in accordance with BS 6915:2001 and the Manual, then lead sheet supplied by ECOBAT RESOURCES UK LTD complying with BS EN 12588:2006 will remain effective for 50 years. Accordingly, ECOBAT RESOURCES UK LTD gives the following guarantee to the owner of a building in which ECOBAT RESOURCES UK LTD's lead sheet has been used in compliance with BS 6915:2001 and installed in accordance with the relevant part of the Manual (User).

Ecobat Resources UK Ltd's Guarantee

In the event that a) the none of the following exclusions apply, that b) the conditions set out in this Guarantee are complied with to ECOBAT RESOURCES UK LTD's reasonable satisfaction, and c) it is demonstrated that ECOBAT RESOURCES UK LTD's lead sheet was defective because it has failed (meaning the lead sheet has split, cracked or worn away in situ due to natural fair wear and tear) within 50 years of its sale by ECOBAT RESOURCES UK LTD, then ECOBAT RESOURCES UK LTD will reimburse to the User up to the original purchase price of that batch of lead sheet in question in compensation.

Conditions to be satisfied for of the Guarantee to apply

1. To be a valid claim under this Guarantee, a claimant must satisfy ECOBAT RESOURCES UK LTD with reasonable evidence that the usage and installation in a building of ECOBAT RESOURCES UK LTD's lead sheet products was:

a) Rolled lead sheet stated by ECOBAT RESOURCES UK LTD to comply with BS EN 12588:2006 that was originally supplied by ECOBAT RESOURCES UK LTD to the claimant or the claimant's predecessor in title to the building concerned;

b) Installed in accordance and complying in full with the methods and instructions described in the LSTA Rolled Lead Sheet Manual; and

c) Installed fully in conformance with BS 6915:2001.

2. This Guarantee is only applicable to ECOBAT RESOURCES UK LTD's lead sheet that was installed in buildings in the UK.

3. This Guarantee only applies to the lead sheet itself shown to have been supplied by ECOBAT RESOURCES UK LTD and not to any other product material or substance, fastening or agent or thing used in conjunction with, on or at the building in question.

4. There has been no outside effect (other than normal weather and natural causes fair wear and tear) upon ECOBAT RESOURCES UK LTD's lead sheet.

5. Claims shall be limited to one per building and full unrestricted access shall be required to be given upon ECOBAT RESOURCES UK LTD's request to a ECOBAT RESOURCES UK LTD representative for them to examine the building installation and ECOBAT RESOURCES UK LTD's lead sheet affected.

6. All claims arising or made in connection with this Guarantee shall be governed by English law and shall be subject to the exclusive jurisdiction of the English High Court.

7. This Guarantee does not affect the purchaser's statutory rights.

How to make a claim under the Guarantee

1. Upon discovery of the failure of ECOBAT RESOURCES UK LTD's lead sheet the claimant should call ECOBAT RESOURCES UK LTD on 01707 324595 and/or write to us at Peartree Lane, Welwyn Garden City, AL7 3UB or email sales@britishlead.co.uk

2. The claimant shall allow a ECOBAT RESOURCES UK LTD representative and a mutually appointed assessor/engineer to examine the lead and the building installation allegedly affected and maintenance records (if available) and to determine ECOBAT RESOURCES UK LTD's lead sheet's compliance with BS EN 12588:2006, the installations' compliance with BS 6915:2001, and the Manual and the extent of the alleged damage. The costs of such assessment shall be paid by ECOBAT RESOURCES UK LTD in the event the assessment concludes the lead sheet was defective and by the claimant if such conclusion is that it is not defective.

3. Proof of purchase of ECOBAT RESOURCES UK LTD's lead sheet will be required to confirm that it is ECOBAT RESOURCES UK LTD's lead sheet that is the subject of the claim in accordance with condition 1 above.

4. The claimant shall allow a ECOBAT RESOURCES UK LTD representative to obtain a relevant sample for analysis at no cost to the claimant to assist in determining if ECOBAT RESOURCES UK LTD's lead sheet has failed.

5. A report, with the outcome, will be sent to the claimant a timely manner.

This Guarantee excludes:

❑ Lead sheet that was sold as not complying with BS EN 12588:2006, irrespective as to whether ECOBAT RESOURCES UK LTD supplied it.

❑ Lead sheet that was not sold by ECOBAT RESOURCES UK LTD.

☒ Lead sheet that has not been installed in situ at the building fully in accordance with BS 6915:2001.

☒ Lead sheet that has not been installed fully in accordance with the LSTA Manuals' requirements for such type of installation.

☒ Lead sheet used in conjunction with any other product, material or agent that has not been authorised for such use by ECOBAT RESOURCES UK LTD.

☒ All materials and products other than lead sheet.

☒ Lead sheet purchased from ECOBAT RESOURCES UK LTD more than 50 years prior to the date the claim is notified to ECOBAT RESOURCES UK LTD.

☒ Lead sheet damaged by anything other than the fair wear and tear of natural causes. Express limitation and exclusion of liability

☒ As this Guarantee is given free of charge, any and all recipients hereof and potential claimants hereunder are deemed to agree that the following limitations and exclusions of liability are fair and reasonable in all the circumstances.

☒ Subject to the final bullet point below, the aggregate and total liability of ECOBAT RESOURCES UK LTD arising out of or in connection with this Guarantee and any acts or omissions of ECOBAT RESOURCES UK LTD in connection with it (howsoever arising) shall be limited to and shall in no circumstances exceed the original sale price of that batch of leads sheet in question supplied by ECOBAT RESOURCES UK LTD.

☒ Notwithstanding anything in this Guarantee but subject to the final bullet point below, ECOBAT RESOURCES UK LTD shall not be liable to any recipient hereof or any potential claimant hereunder arising out of or in connection with this Guarantee for (a) any loss of or damage to (i) profit, (ii) revenue, (iii) savings, (vi) data, (v) contract, (vi) use, (vii) goodwill, or (viii) business; or (b) any consequential loss or damage, in each case howsoever caused or arising (such phrase to be construed as widely as possible).

☒ Nothing in this Guarantee shall limit or exclude either party's liability for death or personal injury caused by its negligence or for fraud.

January 2023