

Rainwater & Soil Guarantee

Introduction

The above ground ranges of Soil and Rainwater products manufactured at Brett Martin are made under a quality management system certified to ISO 9001, these ranges are either certified to or manufactured in accordance to the appropriate European Standards.

As such Brett Martin maintains high levels of performance and quality throughout these product ranges.

What is covered?

Brett Martin manufactured uPVC Rainwater and Soil systems as follows:

- Gloss finish¹
- Cascade cast iron effect in Classic Black only², hereinafter referred to as 'Cascade'.

1 – Excludes gloss uPVC in Brown

2 - Excludes Cascade cast iron effect in other colour options

Guarantee Period

Products are guaranteed for 10 years from date of purchase (subject to the conditions contained in this document);

Terms

- This Guarantee applies to defective products manufactured by Brett Martin which are demonstrably due to a manufacturing or material fault only.
- The Guarantee includes faults appearing within the 'Guarantee period' in the form of warping, splitting, cracking or discolouration which in the case of rainwater and soil products includes non-compliance with statutory standards for colour fastness and weathering as defined within BS EN 607 and BS EN 12200.
- Brett Martin will correct defects without charge by replacement of product (at the discretion of Brett Martin). In the event of replacement, an identical product will be supplied with regard to its function and/or price.

Installation

- The handling, installation and technical instructions must be followed in full, as alterations to these instructions will void the Guarantee. These instructions are available for download on the website or upon request.
- Installation must be located in UK, Island of Ireland, Isle of Man or Channel Islands, north of an east west line running through Paris and less than 1800m above sea level.
- At the time of installation good site practice and all national/ local regulations must have been adhered to.
- Heavy snowfalls can cause damage to rainwater products. In the event that a property is located in an area where higher levels of snow can be expected (e.g. the Scottish Highlands), it is essential that smaller gutter bracket spacings are adhered to (as per the Product Guide found on the website), in addition snow guards should be installed on the roof to prevent snow loading on the gutter.

Maintenance

- The Brett Martin Cascade ranges in the Classic Black colour option are guaranteed for ten years for discolouration. This is a specialist painted product and must be installed in accordance with the manufacturer's instructions. As is usual for external painted products some remedial painting may be required within the timeframe of this Guarantee due to adverse climatic conditions e.g. coastal or industrial areas. Any paints and the application process used for this purpose must be in line with the advice provided by Brett Martin.
- Products must have been adequately and appropriately maintained (kept clean with mild detergents and water and free from debris).
- No foreign items may be screwed, hung on or attached which are not part of the Brett Martin system.

Notification of Defect

- Details of the defects must be notified in writing to Brett Martin Ltd within 3 months of the appearance of the defect. Proof of date of purchase is also required, with proof of purchase.
- The customer/end user must provide reasonable access to Brett Martin personnel to view the defective products in situ if required.
- The defective product(s) must be supplied to Brett Martin for review if requested.
- The defects shall be examined by Brett Martin Technical/ Quality Representatives prior to the commencement of Guarantee proceedings.



Storage

- Product must be stored in accordance with the proper storage conditions specified by Brett Martin including but not limited to storage in a cool, dry environment out of direct sunlight (in line with good site practice). This can void the Guarantee if not adhered to. This applies to merchants, contractors and end users.
- Between manufacture and sale, all products must be stored in the original Brett Martin packaging.
- Fittings shall be stored in bags, boxes or appropriate containers, and not mixed with any other type of product.
- Gutters and pipes must be well supported when stored; either horizontally on an adequate level frame, supported upright at an angle that will not cause bowing. Gutters should not be stacked more than 1.2m high as this could warp or distort the profiles of gutters lower in the stack.
- Brett Martin reserve the right to inspect the premises of the merchant that supplied the goods. In the event of a claim being made, Brett Martin must be allowed adequate access to perform a site inspection of the merchant.

Exclusions

- Fair wear and tear, normal aging and damage caused by external physical agents, storms, accidental damage, or other Force Majeure.
- Fair wear and tear includes the seals which may require replacement during the term of the Guarantee.
- Products that have been adulterated or mistreated including (without limitation) malicious damage, exposure to solvents or inappropriate cleaning products, aggressive industrial environments, abnormal weather conditions or exposure to annual solar radiation that exceeds 80 Kilolangleys.
- Performance outside the parameters set in BS EN 607, BS EN 1329 & BS EN 12200-1.
- Brett Martin products may react adversely to any coating, paint or other surface treatment and therefore this additional Guarantee cannot be given if any coating, paint or other surface treatment has been applied with the exception of the Cascade cast iron effect range where a specific Brett Martin formulated coating has been applied to components.

Table 1: Pro-Rated Schedule

Time from Purchase Date	Material Replacement
Up to 5 Years	100%
In the 6th Year	75%
In the 7th Year	60%
In the 8th Year	45%
In the 9th year	30%
In the 10th Year	15%

Limitations

- All products used in the installation must be exclusively Brett Martin with no mixed systems.
- The Guarantee is limited to the repair or replacement of defective materials or to reimbursement relating to the original cost of the Brett Martin Products in question (this will be at the absolute discretion of Brett Martin).
- Depending on the number of years of satisfactory use, Brett Martin reserves the right to contribute to the cost of product proportionally in relation to the number of unexpired years of the Guarantee (in accordance with the pro-rated schedule below), subject to Brett Martin's written agreement. Brett Martin will not be liable to contribute to the cost where work is carried out prior to such agreement.
- The liability of Brett Martin Ltd will not extend to consequential losses incurred by any party including but not limited to end users, installers, providers, agents or other third parties.
- This Guarantee applies under the same terms and conditions to the property following transfer to subsequent owners but will not apply following modification or addition unless Brett Martin products are used and Brett Martin Ltd is informed in advance of any such modification or addition. Brett Martin must be notified within 3 months of any change of ownership of the property.
- The Guarantee will not affect the statutory rights of the consumer.
- This limited Guarantee shall be governed by the laws of Northern Ireland. Any dispute arising under this limited Guarantee shall be heard exclusively in courts or tribunals of competent jurisdiction in Northern Ireland.

