

## **Guarantee for Goods**

1. Subject to the terms and conditions of this Guarantee Marmox, (or its manufacturers) warrants that Marmox board and Marmox Showerlay products (“Goods”) will be fit for purpose and free of defects caused by faulty material or faulty manufacturing when sold. When the Goods are used for their intended purpose, installed according to guidance given by Marmox (or its manufacturers) at the time of purchase and maintained to an acceptable standard as set out in any accompanying documentation with the Goods, the Goods will be in warranty for the lifetime of the product (“Warranty Period”), subject to the terms and conditions of this Guarantee.
2. During the Warranty Period, Marmox (or its manufacturers) guarantee that the Marmox board:-
  - when installed on floors, will not deform under the weight of normal domestic use.
  - will continue to provide thermal insulation in keeping with the properties of extruded polystyrene.
  - will not delaminate.
  - will not allow water to pass through them.
  - will not rot, degrade or deteriorate.
  - will providing the boards were installed correctly, stay fixed to both the wall or floor and the tiles or render.
3. During this Warranty Period, Marmox (or its manufacturers) guarantee that the Marmox Showerlays:-
  - will not deform under the weight or normal domestic use.
  - in the case of Showerlays will continue to provide thermal insulation in keeping with the properties of extruded polystyrene.
  - will not delaminate.
  - will not allow water to pass through them.
  - will not rot, degrade or deteriorate.
  - will providing they were installed correctly in accordance with Marmox fitting instructions, stay fixed to the floor and the tiles.
4. Under no circumstances shall Marmox’s (or its manufacturer’s) liability under this Guarantee extend to direct, indirect or consequential damages, arising from incorrect installation of the Goods.
5. This Guarantee shall be valid only if the Goods are stored and maintained in accordance with the instructions of Marmox (or its manufacturers).
6. Marmox (or its manufacturers) must be informed in writing prior to the Buyer taking any actions against a complaint.

7. The Guarantee set out above is given by Marmox (or its manufacturers) subject to the following conditions:
  - 7.1. Marmox (or its manufacturers) will be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
  - 7.2. Marmox (or its manufacturers) will be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Marmox's (or its manufacturer's) instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Marmox's (or its manufacturer's) approval;
  - 7.3. Marmox (or its manufacturers) will be under no liability under this Guarantee or any other warranty, condition or guarantee if the total price for the Goods has not been paid by the due date for payment;
  - 7.4. the Guarantee provided above does not extend to any Goods not supplied by Marmox, in respect of which the Buyer will only be entitled to the benefit of any such warranty or guarantee as is given by the relevant manufacturer.
8. A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification must, whether or not delivery is refused by the Buyer, be notified to Marmox within: (a) 2 days from the date of delivery; or (b) where the defect or failure was not reasonably apparent on inspection, within a reasonable time after discovery of the defect or failure.
9. If delivery is not refused, and the Buyer does not notify Marmox accordingly, the Buyer will not be entitled to reject the Goods and Marmox will have no liability for such defect or failure, and the Buyer will be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
10. Where a valid claim in respect of any of the Goods which is based: (a) on a defect in quality or condition of the Goods; or (b) their failure to meet specification, is notified to Marmox in accordance with the terms of this Guarantee, Marmox may (in its entire discretion): (i) replace the Goods or the part in question free of charge; or (ii) refund to the Buyer the price of the Goods or a proportionate part of the price, in which case Marmox will have no further liability to the Buyer. If replacement Goods are supplied, the Guarantee will be enacted from the time of delivery of those new Goods.

This Guarantee is provided in accordance with the terms and conditions contained herein and is supplemental to the Terms and Conditions of sale of Marmox, which apply to the sale and purchase of the Goods in substitution for any other terms and conditions and shall override any provision of this Guarantee.