ZEBRACOAT UPVC 10 YEAR GENERAL PERFORAMCE GUARANTEE

ZEBRA COAT

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ZEBRACOAT UPVC 10 YEAR GENERAL PERFORAMCE GUARANTEE

Reference Number:_____

10 Year General Performance Guarantee and Conditions.

This Guarantee is between :_____having its registered office at,_____
and (type in company name)_____ ("Client")
Subject to the following terms, conditions and limitations, it is agreed that _____ guarantees the quality of the coating system(s) as specified by the client in the attached paint specification ("System") supplied by ____ as requested by the client and applied to
("Property")

_____

on the following terms and conditions:

COMMENCEMENT AND DURATION

The Guarantee Period under this Guarantee shall commence on
("Commencment Date").

The Guarantee Period will terminate on the day immediately preceding the tenth anniversary of the Commencement Date and shall not be extended if repairs are carried out under this Guarantee or otherwise. Any claims submitted after such date shall be time barred.

If the Property is sold, transferred or otherwise disposed of by the Client (other than to a person or legal entity controlled by it) this Guarantee shall terminate immediately unless BSS agrees in writing to the transfer of this Guarantee.

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EXTENT OF GUARANTEE

On the terms and conditions set out in this Guarantee BSS will, subject to clause (b) hereof, provide the Client with coating materials, as may be necessary to repair Defective Areas (as defined hereunder) in accordance with this Guarantee, provided that such repairs are actually carried out and that BSS entire liability under this Guarantee shall not exceed the total invoice value of the coatings as applied to the Property by BSS.

When the Client is entitled to receive coating material to repair Defective Areas under the terms of the Guarantee, the following decreasing scale shall be followed:

the first year of the Guarantee Period 100% of coating materials
the second year of the Guarantee Period 90% of coating materials
the third year of the Guarantee Period 80% of coating materials
the fourth year of the Guarantee Period 70% of coating materials
the fifth year of the Guarantee Period 60% of coating materials
the sixth year of the Guarantee Period 50% of coating materials
the seventh year of the Guarantee Period 40% of coating materials
the eighth year of the Guarantee Period 30% of coating materials
the ninth year of the Guarantee Period 20% of coating materials
the tenth year of the Guarantee Period 10% of coating materials

(i) For the purpose of this Guarantee an area shall be deemed to be a Defective Area in the event the substrate coated with the System shows phenomena mentioned in clause 2.c (ii) exceeding in the first year of the Guarantee Period 3%

the second year of the Guarantee Period 4%
the third year of the Guarantee Period 5%
the fourth year of the Guarantee Period 6%
the fifth year of the Guarantee Period 7%
the sixth year of the Guarantee Period 8%,
the seventh year of the Guarantee Period 9%,
the eight year of the Guarantee Period 10%,
the ninth year of the Guarantee Period 11% and
the tenth year of the Guarantee Period 12% of the total coated surface (excluding those areas referred to in Clause 3. (b) (ii)).

The coated substrate should be assessed by visual non-destructive inspection, taking in to account only the areas where
the Coating System has blistered to a severity greater than grade 3 (size & density) as now defined in the ISO standard 4628/2
the Coating System has cracked to a severity greater than grade 3 (size & density) as now defined in the ISO standard 4628/4
the Coating System has flaked to a severity greater than grade 3 (size & density) as now defined in the ISO standard 4628/5

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CONDITIONS OF GUARANTEE

BSS shall not be required to provide any compensation under this Guarantee unless:

surface preparation and application of the System are carried out strictly in accordance with BSS's technical recommendations, contractual specification, product / system datasheets and working procedure, which are in force at the commencement of the work. Defective Areas caused by errors in application and or surface preparation and or the failing of the existing coating are excluded from this Guarantee;
any surface and coating damage during work on the Property is repaired to BSS's satisfaction;

the coatings as applied to the Property are submitted to routine inspections (but at intervals not exceeding 12 months) and immediately following such inspections, a report is sent to BSS setting out all findings. Damage and coating imperfection not covered by this Guarantee, is immediately repaired by the Client with the BSS's products (or products approved by BSS) according to its recommendations. The Client will invite BSS for a joint inspection after 5 (five) years and the Guarantee will only be continued after BSS confirms in writing that the System has been restored by the Client in the standard conditions. Without this confirmation of BSS, the Guarantee automatically terminates;
cleaning and washing procedures used for the Property are compatible with the (recommendations applicable to the) particular Coating System applied.

all the products must be applied in accordance with the technical data sheets and attached specification detailed in the appendix.

BSS shall not be liable for:
any damage to the Coating System arising from gross negligence or willful misconduct of the Client or its employees, agents, directors, officers or subcontractors, or from causes outside BSS control, including but not limited to welding or other heating, pollution, mechanical damage, normal wear and tear, incorrect cleaning or incorrect use, the construction of the Property, neglect, fire, explosion, radiation, collision or other accident, acts of God, wars (whether declared or not), vandalism, riot, civil commotion or other malicious damage, industrial action the like;

any damage originating from areas which are difficult to pre-treat and coat properly, such as but not limited to the sharp edges of the cladding panels and any damage to coatings on surface areas which because of their physical shape and/or characteristics of configuration present special difficulties in effecting specified preparation and coating, including but not limited to ladders, handrails, ladder platforms, rivets and contact surfaces between profiles;

any indirect or consequential damage, losses and expenses including but not limited to loss of time, expenses incurred in relation to deployed employees, agents, or operators, loss of or damage to the stored material, loss of profits and all claims by third parties against the Client;
any deterioration of the steel caused by electro chemical action arising from the presence of metals which are cathodic to the metal of the Property;

any escalation or spread of damage from areas not repaired in accordance with clause 3.a (iii) and or any non-compliance with clause 3.a (iii);
any deterioration of any part of the System caused by work carried out on the Property after the Commencement Date;

CLAIMS AND REPAIRS

The Client shall notify BSS of any claim by letter, giving brief details of the nature of the defect and the circumstances in which it was discovered including the date of detection. Such letter or fax must be received by BSS within 30 days of the date of detection of the Defective Areas, failing which the claim shall be excluded and time barred. If BSS wishes to inspect the area in respect of which a claim is being made, access for such inspection shall be given within 30 days of receiving BSS request.

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If the Client makes any claim under this Guarantee it shall bear the burden of proof to show in respect of each Defective Area that the conditions set out under Clause 3. (a) have been satisfied and that none of the exclusions set out in Clause 3. (b) apply. The Client will provide evidence to BSS to support any claim.

The Client will ensure that the operator of the Property will properly maintain the Property, and where there is a claim, make available to BSS, records showing the environment to which the Property has been exposed since the initial coating application, including but not limited to a specific description of any and all materials that may have been stored in the Property, surface treating/washing/cleaning procedures used, heating cycles and such other data as are needed to reconstruct the chronological service history of the Property concerned.
No acceptance of any claim by BSS shall be effective unless it is communicated to the Client in writing.

Repairs under this Guarantee shall be carried out only in consultation with BSS.

BSS is entitled to control repair work which is to be carried out in accordance with its specifications and instructions.

BSS will use its best endeavors to ensure that coatings required for repairs are available as soon as practicable at the place where the repairs are to be carried out but shall not be liable for any damage, loss or expense incurred by the Client in relation to any delay.

INDEMNITY

The Client agrees that it will at all times compensate, hold harmless and indemnify BSS against all third party claims in any way related to the System provided by BSS and any and all losses, damage and/or expenses incurred by BSS in connection with such claims.

GENERAL

Unless otherwise agreed in writing, the BSS Standard Terms & Conditions of Sale shall apply to the sale of the System and the applicability of any terms and conditions of the Client is excluded.
Unless otherwise agreed in writing, if there is any conflict between the terms of this Guarantee and any other terms and conditions, including but not limited to the terms of any (other) contract and BSS Standard Terms & Conditions of Sale, the terms of this Guarantee shall prevail.
Headings are inserted in this Guarantee for reference only and are not intended to affect its interpretation.
Any alterations or modifications of this Guarantee must be in writing and signed by authorized representatives of the Client and BSS.

Except and to the extent explicitly provided otherwise in this Guarantee, BSS shall not be liable for any damage, loss and/or expense suffered or incurred by the Client in connection with the System and the application thereof, and shall be under no obligation whatsoever to compensate any such damage, loss and/or expense, regardless of whether any such damage, loss and/or expense has been caused, suffered or incurred prior to commencement of, during or after expiration of the Guarantee Period.
If for any reason BSS should be liable for any damage, loss and/or expense suffered or incurred by the Client in connection with the System and/or the application thereof prior to the commencement of the Guarantee Period under this Guarantee, BSS's liability shall be limited to the amount as referred above in Clause 2 (a) and subject to the limitations as provided for under Clause 3. (b).

No liability regarding the performance of the System or any part thereof shall attach under this Guarantee or otherwise until BSS have received payment in full of all sums which may be due from the Client to BSS in respect of the supply and/or application of the System.

Any site visit by BSS shall not be deemed to constitute an approval, supervision or acceptance of surface preparation, application or building integrity by BSS.

LAW AND JURISDICTION

This Guarantee shall be governed by and construed in accordance with the law of England.

Any dispute arising out of this Agreement (or out of any further Agreements to which this Guarantee may lead) will be submitted to the exclusive jurisdiction of the competent courts in England.

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IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on

For and on behalf of ZebraCoat

Name:
Title:
Place:

For and on behalf of the Client:

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Name: Enter name
Title: Enter title
Place: Enter location

Addendum: Paint specification

QUALITY TEST STANDARDS

ZEBRA-COAT UPVC QUALITY TESTING STANDARDS

First Issued: 01/09/21 Version:7 Version Date: 10/052025

Zebra-Coat® uPVC 1K & 2K coatings for both virgin uPVC & Composite have been tested in the UK in accordance to the following standards:

Standard	Equipment
BS EN ISO 7784	Abraser (Abrasion Resistance)
BS EN ISO 11507	QUV (Artificial Weathering)
ASTM D5895	BK Drying Time Recorder
BS EN ISO 2409	Cross-Hatch Adhesion
BS EN ISO 2808	Film Thickness Gauge
BS EN ISO 1524	Hegman Gauge (Fineness of Grind)
BS EN ISO 2813	Gloss Meter
BS EN ISO 6270-1	Humidity (Continuous Condensation)
BS EN ISO 6272-1	Impact Resistance (Falling Weight)
BS EN ISO 4624	Pull Off Adhesion
BS EN ISO 2884	Cone and Plate (Viscosity)
BS EN ISO 2431	Flow Cup (Viscosity)

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of BSS'S knowledge and belief accurate and reliable as of the date indicated. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. It is the user's responsibility to satisfy themselves as to the suitability and completeness of such information for their own particular use. For professional use only. All products supplied according to B.S.Supplies (Stoke on Trent) Ltd Terms of Trading – copy available upon request. Tel 01782 209 527