

HALLCLIP LTD SPEEDFLASH 20 YEAR WARRANTY

1. Definitions

- 1.1 The following definitions apply in this Warranty.
- 1.2 Claim: has the meaning given in clause 5.1 of this Warranty.
2. Customer: means the person, company or organisation (as the case may be) that originally purchased the SpeedFlash product from Hallclip in accordance with the terms and conditions.
3. Hallclip: Hallclip Limited trading as genius roof solutions, incorporated and registered in England and Wales with company number 05292642 whose registered office is at 120 Clydesdale Place Moss Side Industrial Estate, Leyland, England, PR26 7QS.
4. Terms and Conditions: Hallclip's standard terms and conditions for the supply of its products (including but not limited to the SpeedFlash product), available at <https://geniusroofsolutions.com/terms-conditions/>, as may be updated, superseded or varied from time to time by Hallclip.
- 4.1 Installation Instructions: Hallclip's written instructions for the installation of the SpeedFlash Product, as may be updated from time to time and available at <https://www.speedflash.info/>.
- 4.2 SpeedFlash Product: Hallclip's 'SpeedFlash' product (and associated components, as may be supplied with the SpeedFlash Product), being a flashing solution for use where mounting brackets are to be installed on an existing roof, and SpeedFlash Products shall be construed accordingly.
- 4.3 Warranty: this warranty, including the terms and conditions set out herein.
- 4.4 Warranty Period: the period of twenty (20) years from the date of delivery of the SpeedFlash Product.

5. Warranty

- 5.1 Subject to the terms of this Warranty, the Terms and Conditions and any statutory rights not excluded or limited by the Terms and Conditions, Hallclip warrants that the SpeedFlash Product will be free from material defects in materials and manufacture, and shall remain so for the duration of the Warranty Period.
- 5.2 This Warranty shall only apply in respect of SpeedFlash Products supplied and installed within the United Kingdom and Ireland.
- 5.3 This Warranty is provided subject to the Terms and Conditions. In the event of any conflict or inconsistency between this Warranty and the Terms and Conditions, the Terms and Conditions shall take precedence to the extent of such conflict or inconsistency.
- 5.4 Nothing in this Warranty shall affect or prejudice the statutory rights of the Customer, where the Customer is a consumer.

6. Conditions Precedent

- 6.1 This Warranty shall only have effect and/or be available to the Customer where the Customer has:
- 6.1.1 taken clear, date-stamped photographs of the area of roof to which each SpeedFlash Product is to be installed:
- (a) prior to installation of the SpeedFlash Product; and
 - (b) immediately following installation of the SpeedFlash Product;
- 6.1.2 retained such photographs for the duration of the Warranty Period;
- 6.1.3 ensured that the SpeedFlash Products are installed strictly in accordance with the Installation Instructions;
- 6.1.4 complied fully with, and is not (and has not been) in breach of, the Terms and Conditions; and
- 6.1.5 complied with all other reasonable handling, storage, and maintenance requirements notified by Hallclip to the Customer from time to time.
- 6.2 Hallclip shall, at its sole and absolute discretion, be entitled to reject any Claim where the requirements of this clause 3 have not been met.

7. Exclusions

- 7.1 This Warranty does not apply to:
- 7.1.6 defects arising from incorrect or incomplete installation of the SpeedFlash Product;
- 7.1.7 failure to follow the Installation Instructions;
- 7.1.8 misuse, abuse or neglect of the SpeedFlash Product or negligence on the part of the Customer or any other person,

including (but not limited to) where the SpeedFlash Product has been stood or walked on, subjected to load or pressure, damaged, tampered with, or otherwise used or treated other than strictly in accordance with the Installation Instructions;

- 7.1.9 modifications or repairs carried out to the SpeedFlash Product without Hallclip's prior written approval;
- 7.1.10 normal wear and tear;
- 7.1.11 damage caused by external factors, including (without limitation):
- (a) extreme weather conditions;
 - (b) pollution or corrosive environments; and/or
 - (c) structural movement or failure of adjoining materials or structures;
- 7.1.12 defects arising from design, specification or compatibility issues that are not attributable to the SpeedFlash Product itself;
- 7.1.13 defects or damage caused by events outside the control of Hallclip, including but not limited to hurricanes, flooding, earthquakes or other types of natural disaster; and/or
- 7.1.14 changes in the colour of the SpeedFlash Product due to weatherisation or age.

8. Claims Procedure

- 8.1 To claim under this Warranty, the Customer must:
- 8.1.15 notify Hallclip within sixty (60) days of becoming aware of the alleged defect, and in any case within the Warranty Period;
- 8.1.16 provide clear photographic evidence of the alleged defect;
- 8.1.17 provide the photographs required under clause 3.1.1;
- 8.1.18 provide proof of purchase of the relevant SpeedFlash Product; and
- 8.1.19 provide such information or access as Hallclip may reasonably require to investigate the claim,
- 8.2 (each being a Claim).
- 8.3 Hallclip shall have the right to inspect the relevant SpeedFlash Product(s) (including on site) prior to determining the Claim.

9. Remedies

- 9.1 If a Claim is established under this Warranty, Hallclip shall, at its sole discretion:
- 9.1.20 provide a replacement SpeedFlash Product for each defective SpeedFlash Product subject to the relevant Claim; or
- 9.1.21 refund the price paid for each defective SpeedFlash Product.
- 9.2 Any replacement SpeedFlash Product(s) supplied under clause 6.1.1 of this Warranty shall be provided in accordance with and subject to the Terms and Conditions.
- 9.3 The remedies set out in this clause 6 shall constitute the Customer's sole and exclusive remedies under this Warranty.
- 9.4 For the avoidance of doubt, this Warranty does not cover:
- 9.4.22 the cost of removal of defective SpeedFlash Products;
- 9.4.23 the cost of installation or reinstallation of SpeedFlash Products;
- 9.4.24 any associated labour or access costs.

10. Transfer

This Warranty is personal to the Customer and may not be assigned or transferred without Hallclip's prior written consent.

11. Governing Law And Jurisdiction

12. This warranty and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
13. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this warranty or its subject matter or formation.