

# 陕西镇坪鑫大地建材有限公司

SHAANXI ZHENPING PROSPER SLATE CO., LTD

陕鑫建〔2024〕28号

## Guarantee Certificate

As supplied by our sole UK partner/importer China Slate Limited.

The Company Shaanxi Zhenping Prosper Slate Co Ltd. certifies their Prosper range 681 of natural roofing slates are guaranteed for a period of 75 years against structural imperfections that prevent the slate from performing its primary function as a weather resistant roof covering, this is provided the roof has been installed in accordance with BS5534 and BS8000 and any producers recommendations.

The guarantee start date commences from the date of completion of the roof, delivery details, documents, invoices, builder, roofing contractor and slate quantities etc, will be required to be supplied as detailed below and we may require our selling agent or UK importer to inspect the roof to confirm the slates are as those defined in this guarantee.

Prosper Natural slate		Project Details	
Delivery note/invoice	EXAMPLE	Site address	EXAMPLE
Reference	EXAMPLE	Owner name	EXAMPLE
Size/Format	EXAMPLE	Builder	EXAMPLE
Quantity	EXAMPLE	Roofing Contractor	EXAMPLE
Distributor	EXAMPLE	Note	EXAMPLE

Signed for and on behalf of  
Shaanxi Zhenping Prosper Slate Co.,Ltd

EXAMPLE

Director  
24<sup>th</sup> May 2024

**Shaanxi Zhenping Prosper Slate Company**  
**Terms and Conditions of Guarantee**

1. Notice must be given in writing to Shaanxi Zhenping Prosper Slate Company of any fault occurring under proper use (fair wear and tear excepted). Notice should be given within the guarantee period and within 3 months of such defect coming to the attention of the purchaser.
2. The roofing slate(s) must have been used for the designated purpose and installed in accordance with (BS 5534: Part 1: 2014) and BS 8000: Part 6:2013 (Workmanship on building sites, stating and tiling roofs) and Irish code of practice I.C.P. 2:1982.
3. If at any time during the guarantee period, the roofing slate(s) has / have been fixed, installed, tampered with or repaired by any person not previously approved by a registered roofing organization, this guarantee will immediately cease and become void.
4. Notwithstanding anything specified in this Guarantee or elsewhere in these Terms and Conditions, Shaanxi Zhenping Prosper Slate Company will be under no liability to the purchaser in respect of damage to or defects arising in the roofing slate(s) by reason of any of the following matters:-
  - (i) Faulty or defective workmanship in installation or fixing.
  - (ii) Environmental pollution.
  - (iii) Falling objects.
  - (iv) Flood, fire or storms.
- (v) Any matter in respect of which a prudent occupier of premises would maintain a policy of insurance.
- (vi) Force, majeure, including but not limited to act of government, hostilities or act of God.
5. Shaanxi Zhenping Prosper Slate Company will not be under any liability whatsoever in respect of consequential or indirect damage or loss of any kind.
6. Nothing contained in clauses 4 and 5 above shall purport to exclude or limit Shaanxi Zhenping Prosper Slate Company liability where such exclusion or limit is prohibited, void or unenforceable under English Law.
7. Shaanxi Zhenping Prosper Slate Company decisions relating to complaints about defects are final. Any roofing slate which has been replaced under this guarantee shall become the property of Shaanxi Zhenping Prosper Slate Company.
8. Any contractor selling or installing the roofing slates shall not be an agent of Shaanxi Zhenping Prosper Slate Company and shall have no authority or right whatsoever to make any representation on behalf of Shaanxi Zhenping Prosper Slate Company with regard to this guarantee or to amend the terms of this guarantee.
9. This guarantee may be assigned by the purchaser to any purchaser of the premises on which the roofing slate(s) are originally installed, provided written notice of such assignment is given to Shaanxi Zhenping Prosper Slate Company within 28 days of such assignment accompanied by a notice fee from time to time fixed by Shaanxi Zhenping Prosper Slate Company together with VAT (or such other tax imposed in place thereof).
10. Guarantee valid only when signed by a Company Director of Shaanxi Zhenping Prosper Slate Company.
11. Any dispute arising in respect of the terms of this guarantee shall be referred to the arbitration of an arbitrator appointed by the President for the time being of the Royal Institute of Chartered Surveyors of England and Wales whose decision shall be final and binding on both Shaanxi Zhenping Prosper Slate Company and the purchaser. The cost of referral to such arbitrator shall be borne by the purchaser in any event.