

INSTALLATION WARRANTY

FOR

[PROJECT NAME]

(DOVISTA UK LIMITED No. XXXX)

THIS DOVISTA UK INSTALLATION WARRANTY IS GRANTED TO:

XXXX

Of XXXX

("the Beneficiary");

BY DOVISTA UK Limited whose office is at **The Old Livery, Hildersham, Cambridgeshire CB21 6DR** ("DOVISTA UK")

and is dated XXXX

DOVISTA UK and the Beneficiary have entered into an agreement for the supply of products and materials in relation to the above project ("the Development")

XXXX ("the Installer") has entered into an agreement with the Beneficiary ("the Installation Contract") for the installation of the DOVISTA UK products and materials dated XXXX ("the Installation Works")

THE WARRANTY

Subject to DOVISTA UK having been given a reasonable opportunity to carry out an appraisal and inspection of the Installation Works prior to completion (as defined under the Installation Contract) then, provided always the Installation Works meet with DOVISTA UK's reasonable satisfaction, DOVISTA UK warrants as the terms set out overleaf that the Installation Works will have been completed in a reasonable, good and workmanlike manner.

**Signed for and on behalf of
DOVISTA UK Limited**

Name:

Signature:

The DOVISTA UK Warranty Terms

1. Limitation

- 1.1 No action or proceedings for any breach of this Warranty shall be commenced against DOVISTA UK after the expiry of six (6) years from the date of completion of the Installation Works as defined under the Installation Contract.
- 1.2 This warranty will only come into effect if the Installer compounds with its creditors, convenes any meeting, passes any resolution or presents, or suffers any petition to be presented for voluntary or compulsory liquidation or has an administrator, receiver, administrative receiver or manager appointed over all or part of its assets, or takes or suffers any similar action in consequence or debts or becomes insolvent, or if any steps are taken to achieve any of the above consequences.
- 1.3 DOVISTA UK shall be liable for the reasonable costs of repair renewal and/or reinstatement of any part or parts of the Installation Works to the extent that the Beneficiary incurs such costs and/or the Beneficiary is liable either directly or by way of financial contribution for such costs.
- 1.4 DOVISTA UK shall not be liable for any losses incurred by the Beneficiary other than those costs referred to in clause 1.3.
- 1.5 DOVISTA UK's liability to the Beneficiary under this Agreement shall be limited to the proportion of the Beneficiary's losses which it would be just and equitable to require DOVISTA UK to pay having regard to the extent of DOVISTA UK's responsibility for the same, on assumption that the design consultants, contractors (including sub-contractors) engaged in relation to the Installation Works have provided

contractual undertakings to the Beneficiary as regards the performance of their services in connection with the Installation Works on terms which are no less onerous than those in this Agreement and have paid to the Beneficiary such proportion of the Beneficiary's losses which it would be just and equitable for them to pay having regard to the extent of their responsibility for the Beneficiary's losses.

- 1.6 DOVISTA UK shall be entitled in any action or proceedings by the Beneficiary to rely on any term in the Installation Contract and to raise the equivalent rights in defence of liability as the Installer would have against the client under the Installation Contract.
- 1.7 For the avoidance of doubt, DOVISTA UK shall have no liability under this Agreement for delay in completion of the Installation Works.

2. Jurisdiction

The construction, validity and performance of this Warranty shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

3. Third Party Rights

The Parties hereby confirm that notwithstanding any other provision in this Warranty it shall not and shall not purport to confer on any third party any right to enforce any term of this Warranty for the purposes of the Contracts (Rights of Third Parties) Act 1999.