

Welcome

Marley Roofing proudly extends a quality guarantee on its coated concrete roof tile offering - with a 7 year guarantee on its Marley M11 and 22 years on Marley M22.

Marley Roofing's Terms & Conditions:

Marley SA (Pty) Ltd, trading as Marley Roofing (company registration number: 1953/000406/07) provides these respective guarantees to the consumer. This document therefore serves as our "Terms & Conditions Contract" and is subject to the following terms and conditions:

1. DEFENITIONS

1.1 "We", "our" means Marley SA (Pty) Ltd, trading as **Marley Roofing** (company registration number: 1953/000406/07)

1.2 "Product" means Marley M11 or Marley M22 coated concrete tiles

1.3 "this document" means the Marley Terms & Conditions Contract

1.1. Day shall mean a period of 24 (twenty four) hours running from midnight to midnight and exclude a Saturday or a Sunday or public holiday officially recognised in the Republic of South Africa.

1.2. "Product Failure" or "Defect" shall mean:

- 1.2.1 Delamination - peeling of paint from the concrete tile surface.
- 1.2.2 Blistering - formation of round 'bubbles' of paint film.
- 1.2.3 Cracking - the presence of breaks in a coating or coating system, such that the underlying coating or substrate is visible.
- 1.2.4 Colour change - considerable change in colour of an exposed film caused by chalking, fading, darkening or tonal changes of the original colour beyond colour change allowable using the Grey Scale Standard ISO 105-A02:1993 (E) is 4-5 up to 3 years and 3-4 up to 5 years. Beyond 5 years is not considered.

1.4. "Commencement Date" shall mean the date that the consumer lodges his/her guarantee via email correspondence (guarantees@marley.co.za) with Marley Roofing and confirming telephonically by phoning Marley Roofing 010 600 0284 and furnishing all the purchase and personal details requested by Marley Roofing ("the Commencement Date"). For this guarantee to be valid, this must be done within 30 (thirty) days of the Purchase date of the Product/s.

1.5. "Guarantee Period" shall mean 7 (seven) years for Marley M11 and 22 (twenty-two) years for Marley M22, calculated from the Commencement Date.

2. REGISTERING THE GUARANTEE

To successfully register the guarantee, simply follow the easy steps below:

2.1 Option 1: First time registration

For developers, contractors or home owners purchasing direct from Marley or third parties e.g. Retail store, Truss manufacturer, Contractor etc.

- Step 1 - Print this Marley Terms & Conditions Contract.
- Step 2 - To submit the registration successfully we require the following to be scanned, attached and e-mailed to guarantees@marley.co.za:
 - Signed contract – Please ensure that every page is initialled and ~~sign~~ signed in full on the last page. Where required, all information fields should be completed in full e.g. address of installed product, your name, ID number and e-mail address etc.
 - Attach to your proof of Marley M11 or M22 purchase e.g. till slip or invoice
 - Attach photos of the installed roof
- Step 3 - Marley will send a confirmation mail with a unique reference number within 24 hours to the party requesting the guarantee. We do however appreciate that emails sometimes do get lost, hence if no communication was received back from us during the 24-hour period in the form of email correspondence, we advise that the requesting party please contact Marley at [010 600 0284](tel:0106000284) to confirm receipt of registration.

2.2 Option 2: Extension of guarantee to new owner

For any party taking ownership of an already registered guarantee.

- Step 1 - To extend the guarantee to the new owner of the building or house that has been registered, is required to send the following to guarantees@marley.co.za:
 - The registration reference number as given to the initial registering party
 - Letter or official documentation as proof of ownership
- Step 2 - Marley will send a confirmation mail confirming transfer of initial registration within 24 hours to the party requesting the extension of the guarantee. We do however appreciate that emails sometimes do get lost, hence if no communication was received back from us during the 24-hour period in the form of email correspondence, we advise that the requesting party please contact Marley at [010 600 0284](tel:0106000284) to confirm receipt of transfer.

2.3 Claiming against your registration

Together with the registration number, the registered party must contact Marley at [010 600 0284](tel:0106000284) or e-mail us at guarantees@marley.co.za, with a brief explanation for reasons to claim. Marley will contact the registered party within 24 hours to engage in arrangements to proceed with investigations, as per the terms and conditions set out in this document below.

3. THE MARLEY ROOFING GUARANTEE

3.1 This guarantee is limited to cover the following Marley Roofing coated concrete products - **Marley M11 Concrete Coated Profile Range and Fittings, Marley M22 Concrete Coated Profile Range and Fittings** - against the following defects:

- 3.1.1 Delamination - peeling of paint from the concrete tile surface
- 3.1.2 Blistering - formation of round 'bubbles' of paint film
- 3.1.3 Cracking - the presence of breaks in a coating or coating system, such that the underlying coating or substrate is visible
- 3.1.4 Colour change - considerable change in colour of an exposed film caused by chalking, fading, darkening or tonal changes of the original colour beyond colour change allowable using the Grey Scale Standard ISO 105-A02:1993 (E). Beyond 5 years is not considered.

4. EXTENT OF GUARANTEE NOT EXCEEDING ORIGINAL PURCHASE VALUE

The guarantee shall apply where:

- 4.1.1 The total purchase price of the Product/s at date of purchase.
- 4.1.2 The consumer has per e-mail lodged his/her guarantee with Marley Roofing and confirmed receipt of guarantee by phoning 010 600 0284 and furnishing all the purchase (Invoice) and personal details requested.
- 4.1.3 For this guarantee to be valid, this must be done within 30 (Thirty) days of the purchase date of the Product/s or Home Registration and having been installed as a completed roof.
 - Developer from purchase
 - Home owner date of purchase or home registration
- 4.1.4 The guarantee shall commence on the date that you have received confirmation email from Marley Roofing, hence be for a period of 22 (twenty-two) years for Marley M22 or for a period of 7 (seven years) for Marley M11 - calculated from the commencement Date.
- 4.1.5 The guarantee is transferable subject to new owner accepting the terms and conditions of this guarantee and notice being given to Marley Roofing by emailing

- 4.1.6 guarantees@marley.co.za and confirming noticed received by phoning [010 600 0284](tel:0106000284) and furnishing the details regarding the change of ownership. (Original confirmation number from first registration applicant, copy title deed etc.) The period of the guarantee not starting afresh upon such transfer, but continuing for the balance of the period.
- 4.1.7 Only valid upon confirmation from Marley Roofing after on-site inspection and validation.
- 4.1.8 Where any claim arises during the guarantee period, the period will not start afresh after settlement of the claim.
- 4.1.9 This guarantee shall only apply to products purchased and applied within the Republic of South Africa, Namibia, Botswana, Zambia, Lesotho, Swaziland.

5. EXCLUSIONS

Marley Roofing shall not be liable for:

- 5.1 Damage to the “product” arising from external causes outside Marley Roofing’s control such as, but not limited to, scuffing during transportation, welding or other heating, pollution, mechanical damage, foot traffic, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action, and the like.
- 5.2 Any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with roofing repair work, loss of time, expenses due to the consumer's employees, agents, operators or subcontractors, loss of profits and all claims by third parties against the consumer.
- 5.3 Damage to the “product” arising from post installation deterioration or movement of “product” caused by any other substance or condition.

6. LIABILITY

- 6.1 In the event of a proven product failure Marley Roofing undertakes to supply free of charge such “Products” that may reasonable be required to rectify the problem. Terms of the Guarantee will be for the stated life expectancy commencing on the date of confirmation email from Marley Roofing and subject to a pro-rata deduction of total cost of rectification based on the original purchase price.
- 6.2 Pro-rata deduction is understood as follows – using an example of M22 and based on a purchase value of R60,000.00:

- The 1st year is guaranteed 100% of the original purchase value.
- The remaining 21 (Twenty-one) years will be pro-rata deducted by 4.76% per annum on a reducing contract value to zero at the end of the 22th year period.

Pro-rata deducted by 4.76%	Year
R60 000,00	1
R57 142,80	2
R54 285,60	3
R51 428,40	4
R48 571,20	5
R45 714,00	6
R42 856,80	7
R39 999,60	8
R37 142,40	9
R34 285,20	10
R31 428,00	11
R28 570,80	12
R25 713,60	13
R22 856,40	14
R19 999,20	15
R17 142,00	16
R14 284,80	17
R11 427,60	18
R8 570,40	19
R5 713,20	20
R2 856,00	21
R0	22

6.3 The replacement cost shall be the cost of the “product” taking the pro-rata deduction into account at the time of the claim based on the original contract value. The consumer shall be liable for the balance of the replacement costs, which are not covered by Marley Roofing.

7. CLAIMS AND REPAIRS

7.1 Any claim made in terms of this guarantee shall be made within 30 (thirty) days of the consumer discovering any defect, damage or failure which gives rise to a claim.

7.2 The consumer shall forthwith notify Marley Roofing of the claim providing full details thereof, and shall set out the basis on which it believes that Marley Roofing is liable in terms of the guarantee. Marley Roofing shall be entitled to inspect the alleged product failure, in which the product is alleged to have failed and to perform any tests in respect thereof and may do so either itself or by means of any person nominated by it. Prior to such inspection or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the product.

7.3 The consumer shall provide such further information as Marley Roofing may require, including details of environmental factors and inspection and repair records.

7.4 Marley Roofing shall use its best endeavours to ensure that product required for repairs are available as soon as practical at the place where the repairs are to be carried out, but does not assume liability for delay in this respect.

7.5 Marley Roofing, in its sole discretion shall be entitled to:

7.5.1 Control repair work which is to be carried out in accordance with all its specifications and instructions.

7.5.2 Repair work may only be done by a Marley Approved Contractor, a list of contractors will be provided by Marley Roofing.

7.5.3 Marley Roofing will provide replacement product, as may be necessary to repair the product failure in accordance with clause 6.

7.5.4 Throughout this guarantee the words "product failure" shall mean any of the following occurring to the coating as stated in clause 3:

3.1.1 Delamination - peeling of paint from the concrete tile surface

3.1.2 Blistering - formation of round 'bubbles' of paint film

3.1.3 Cracking - the presence of breaks in a coating or coating system, such that the underlying coating or substrate is visible

3.1.4 Colour change - considerable change in colour of an exposed film caused by chalking, fading, darkening or tonal changes of the original colour beyond colour change allowable using the Grey Scale Standard ISO 105-A02:1993 (E) is 4-5 up to 3 years and 3-4 up to 5 years. Beyond 5 years is not considered.

8. APPLICATION OF LAWS

8.1 Nothing in this guarantee is intended to limit the liability of Marley Roofing or the remedies of the customer in any way which would contravene the provisions of any applicable law in South Africa, including the Consumer Protection Act 2008 (“CPA”). Despite the other provisions of this guarantee, if and to the extent that the CPA applies, the customer will have such rights and remedies as set out in the CPA, but only in accordance with the provisions of and time periods set out in the CPA.

8.2 Any disputes outside of South Africa will be done in accordance with South African law.

9. REQUIRED INFORMATION:**9.1 Personal information:**

First name:	
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Last name:	
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Contact number:	
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Email address:	
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SA ID number or Passport number:	
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Address of installed product:	
City:	
Province:	
Postal code:	

9.2 Where did you purchase?

Please tell us where you purchased your product, indicating the name of the store, outlet, supplier or Marley Roofing depot/branch, as well as the location e.g. Marley Roofing Olifantsfontein

Purchased from:	
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Date Purchased:	
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9.3 What did you buy?

Full product name and code: e.g. MARLEY M11 DOUBLE ROMAN BURNT RED 150409	
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Quantity bought:	
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Unit Price (ZAR):	
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Total Paid:	
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Batch number (if available):	
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9.4 Additional documentation check list – please tick box to confirm that the required additional documentation has been included.

Till slip or invoiced attached?	<p>Please remember to scan and attach your till slip or invoice as proof of Marley M11 or M22 purchase. Failure to provide this documentation will result in the guarantee registration not being accepted.</p> <p style="text-align: right;">Please tick box <input type="checkbox"/></p>
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Photos of installed roof?	<p>Please remember to attach as many photos of the installed roof as possible.</p> <p>Please take all necessary precautions and follow all health & safety regulations when accessing your roof to prevent any injuries. Marley Roofing therefore indemnifies its directors, officers, employees, and stockholders from and against all claims, actions, suits, demands, damages, obligations, losses, settlements, judgements, costs and expenses (including without limitation reasonable attorneys' fees and costs) ("Claims") which arise out of or relate to (1) death or bodily injury or (2) loss of or damage to real property resulting from any negligent act or wilful misconduct of health and safety regulations.</p> <p style="text-align: right;">Please tick box <input type="checkbox"/></p>
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10. ACCEPT TERMS & CONDITIONS:

Please note! The guarantee is only valid if all terms & conditions are accepted. Please ensure every page is initialled and full signature is required below.

I (please enter your name) _____

hereby confirm that all details above are correct and accept the Terms and Conditions as stated in this contract.

Thus, done and entered into at _____ on this the _____
day of _____ 20_____

Signature _____