

## Welcome

Marley Roofing proudly extends a quality guarantee on the functional life-time of our Concrete Roof Tile Coatings and Marley Paint Systems, in accordance with the terms and conditions as set out in this document.

The guarantees applicable to each of these products are as follows:

- M22 Ready-Coated Roof Tiles with a 22-year paint coatings guarantee
- M11 Ready-Coated Roof Tiles with a 10-year paint coatings guarantee
- M22 Ultimo Premium Exterior Paint with a 15-year paint guarantee
- M22 Classic Premium Roof Paint with a 22-year paint guarantee
- M11 Ultra Roof & Wall Paint with a 10-year paint guarantee

## 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 or Marley M11 Ultra, M22 Ultimo or M22 Classic Paint Products.

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 painted 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 ([info@marley.co.za](mailto:info@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 for single residential house and 30 (thirty) days from completion of large-scale projects – commercial buildings and multiple residential units.

1.5. "Guarantee Period" shall mean:

- 22 years for M22 Ready-Coated Premium Roof Tiles
- 10 years for M11 Ready-Coated Roof Tiles
- 15 years for M22 Ultimo Premium Exterior Paint
- 22 years for M22 Classic Premium Roof Paint
- 10 years for M11 Ultra Roof & Wall Paint

## 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 homeowners 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 [info@marley.co.za](mailto:info@marley.co.za):
  - Email title to read: "Application for Marley Guarantee – product name – your name"
  - Signed contract – Please ensure that every page is initialled and 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 your relevant product purchase e.g., till slip or invoice
  - Attach photos of the installed roof (M11 or M22 Ready-Painted Roof Tiles) or newly painted Roof or Surface (M11 Ultra, M22 Ultimo or M22 Classic Paints)
- 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: Transfer of guarantee to new owner

For any party taking ownership of an already registered guarantee.

- Step 1 - To transfer the guarantee to the new owner of the building or house that has been registered, is required to send the following to [info@marley.co.za](mailto:info@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 [info@marley.co.za](mailto:info@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 READY-COATED ROOF TILE COATINGS GUARANTEE

3.1 This guarantee is limited to cover the following Marley Roofing coated concrete roof tiles; **Marley M11 Concrete Coated Profile Ranges and Fittings, Marley M22 Concrete Coated Profile Ranges 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 THE MARLEY PAINT SYSTEM GUARANTEE

4.1 The guarantee is applicable to the total purchase price of all Marley preparatory and final coats. This guarantee is limited to cover the following Marley Roofing coated concrete products; **All Marley Primers, Undercoats and Marley's Top coats; M11 Ultra Multi-surface paint, M22 Ultimo Multi-surface paint, M22 Classic Premium Roof Paint** against the following defects:

- 4.1.4 Delamination - peeling of paint from the concrete tile surface
- 4.1.5 Blistering - formation of round 'bubbles' of paint film
- 4.1.6 Cracking - the presence of breaks in a coating or coating system, such that the underlying coating or substrate is visible
- 4.1.7 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.

All products - primers, intermediate and final coats, should be used as a system and must all be Marley Paint products, unless otherwise specified by an appointed Marley Paints Representative and confirmed in writing as part of a specification document to accompany this guarantee.

Marley Paints Guarantee is therefore only applicable to a complete Marley Paints System.

Therefore, paint systems that include other manufacturers primers or intermediate coats are excluded from this guarantee.

#### 4.2 Surfaces included and excluded from Guarantee:

Marley Roofing should be contacted to register the project under our Marley M11 or M22 Paints Guarantee system, only for surfaces that are covered by the guarantee.

Surfaces included in the guarantee:

- Sound concrete and plastered walls
- Sound concrete roof tiles
- Sound roof sheeting

Substrates excluded from the Marley Paints Guarantee: (see more 4.7 Maintenance Factors)

- Timber
- PVC
- All Floor coatings, including Road Marking
- All downpipes and gutters
- Fascia and Barge Boards
- Garden walls/ Boundary walls/ Retaining walls
- Basement - walls, floors and ceilings

#### 4.3 Surface preparation:

The correct choice of a primer and surface preparation is the cornerstone of a successful paint specification.

**MARLEY PAINTS DO NOT RECOMMEND RE-PAINTING BEFORE ALL CAUSES OF MOISTURE INGRESS HAVE BEEN ESTABLISHED AND CURED BY A REPUTABLE DAMP PROOFING SPECIALIST!**

Surface preparation plays a very important part in the performance of a paint system. Before painting, all surfaces must be clean and free from oil, grease, algae, and any alkaline residue. This will ensure adhesion to the substrate and further prevent delaminating of the coating over a period of time.

**Inter-coat washing is essential for all coastal projects. When in close proximity to the ocean, it is important to ensure surfaces are free of contaminants, specifically salt deposits, before painting can commence.**

Further care should be taken on areas where evidence of rising damp or any damp related problems are detected. These areas should be inspected by a qualified professional in this field, assessed and a remedial solution given thereof. These problem areas usually require extensive refurbishment, re-plastering, tanking and in some instances even structural changes.

**Any paint failures that is a result of insufficient waterproofing will not be considered!**

**Any paint failures that is a result of waterlogged surfaces with a moisture level above 15% will not be considered!**

#### 4.4 Primer use:

The primer plays a very important part for a long-lasting paint system. The purpose of a primer should be to adhere effectively to the surface on which it is applied, and to improve the adhesion of subsequent paint coats, especially on chalky substrates, therefore surfaces exhibiting excessive chalkiness, requires a full coat of primer to aid adhesion.

In addition, especially on the exterior, it should provide waterproofing or limit the rate of water vapour passing through it, in order to prevent the formation of efflorescence and fungal growth.

It also helps to build up the paint film thickness, which is of paramount importance for long term durability.

#### 4.5 Dry film thickness and the paint system:

The topcoat seals and protects the surface, imparts a finish, adds to the durability of the paint system, and provides the desired decorative effect.

It also adds to the thickness of the paint film (D.F.T.).

**Please contact Marley Technical for minimum DFT's per paint system:  
[sonica.rickinson@marley.co.za](mailto:sonica.rickinson@marley.co.za)**

The topcoat should be formulated to withstand the particular environmental conditions to which it will be exposed.

A topcoat for exterior use should withstand all the weathering elements of the area concerned, such as wind, rain, solar radiation, changes in temperature, humidity, and atmospheric fallout. It could have bridging capabilities, for hairline cracks, superior washability and stain resistance or consist of a fibre filled compound for added waterproofing capability.

It is interesting to note that under normal conditions, a coating D.F.T. reduces with approximately 5 microns per year due to U.V. radiation. It is therefore imperative that D.F.T.

testing be done during all stages of the refurbishing project, ensuring that a sufficient paint film is applied to outlast the time of the Warranty.

It is important to realise that, depending on paint quality, a slightly higher initial cost per square meter of paint, would be more than offset by a reduction in maintenance costs, by the longevity of the paint coating.

#### 4.6 Application conditions:

One frequent cause of coating failure is application under unsuitable weather conditions. Exposure of wet or uncured paint films to rain, fog or dew will have a damaging effect both in the inter-coat adhesion, and the ultimate performance of this system. Extremely hot conditions on the other hand, could cause wet paint to reach boiling point, resulting in forced evaporation of the solvents, meant to build the paint film.

It is therefore extremely important to apply paint under good application conditions with temperatures between 10 – 30 degrees Celsius.

All coating work should be done when conditions are favourable, and with knowledge that the conditions will remain so during the specified drying period.

#### 4.7 Maintenance factors:

Many water-related issues can arise simply due to poor maintenance.

Blockages to the gutter system could lead to an overflow of water that could affect interior and exterior walls.

Leaves, dirt, and grime collecting on the roofs and outflows of the roof, needs to be cleaned on a quarterly basis.

Because of the absence of a Damp Proof Course, as well as earth retention, these walls should be treated as maintenance items - Boundary walls, garden walls, and all freestanding structures.

Maintenance, in all its forms, is of utmost importance, therefore these substrates are excluded from the Marley Paints Guarantee:

- Timber
- PVC
- All Floor coatings, including Road Marking
- All downpipes and gutters
- Fascia and Barge Boards
- Garden walls/ Boundary walls/ Retaining walls
- Basement - walls, floors and ceilings

Waterproofing and the integrity thereof, needs to be inspected on a yearly basis.

The coating should be inspected on a yearly basis to ensure that no delamination is taking place. Check for signs of corrosion, plaster cracks, fungal growth etc. at the same time.

If people gain access to the roof for whatever reason, make sure that no damage is done to the profile, waterproofing or coating, i.e., scratching the coating while fitting satellite dishes, solar geysers, solar panels etc.

A water-related issue to be addressed prior to painting.

Cracks should be assessed and classified as structural or not. Settlement Cracks will take place on new buildings, these areas should be inspected regularly and maintained after a 3 Year period.

**The Marley Paints Guarantee excludes damage to coating systems arising from dampness, moisture ingress, incorrect surface preparation and incorrect application!**

## 5. EXTENT OF GUARANTEE NOT EXCEEDING ORIGINAL PURCHASE VALUE

The guarantee shall apply where:

- 5.1.1. The total purchase price of the Product/s at date of purchase.
- 5.1.2 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.
- 5.1.3 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 for an individual house and having been installed as a completed roof (M11 and M22 Ready-Coated Roof Tiles) or newly painted roof/project (M11 Ultra, M22 Ultimo or M22 Classic Paints) for large scale projects, this must be done within 30-days of the project having been completed.
  - For Developers this means from date of completion.
  - For Homeowners this means from date of purchase or home registration. The latter pertains to transfer of guarantee to new owner.
- 5.1.4 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 Ready-Coated Roof Tiles and M22 Classic Roof Paint, or for a period of 7 (seven years) for Marley M11 Ready-Coated Roof Tiles and 10 (ten years) for M11 Ultra Roof & Wall Paint, or 15 (fifteen years) for Marley M22 Ultimo Paint - calculated from the commencement Date.
- 5.1.5 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 [info@marley.co.za](mailto:info@marley.co.za) and confirming noticed received by phoning 010 600 0284 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.

- 5.1.6 The guarantee is only valid upon confirmation from Marley Roofing after on-site inspection and validation.
- 5.1.7 Where any claim arises during the guarantee period, the period will not start afresh after settlement of the claim.
- 5.1.8 This guarantee shall only apply to products purchased and applied within the Republic of South Africa, Namibia, Botswana, Zambia, Zimbabwe, Lesotho, and Swaziland.

## 6. EXCLUSIONS

Marley Roofing shall not be liable for:

- 6.1 Damage to the "product" arising from external causes outside Marley Roofing's control such as, but not limited to, scuffing during transportation (M11 and M22 Ready-Coated Roof Tiles), 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.
- 6.2 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.
- 6.2 Damage to the "product" arising from post installation deterioration or movement of "product" caused by any other substance or condition.
- 6.3 Due to most of these structures not containing DPC (damp proof course), all boundary walls, garden walls and all freestanding structures are excluded from this guarantee. Please see more exclusion as listed under point 4.7

## 7. LIABILITY

- 7.1 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. Please note that in both instances, whether it be M11 and M22 Ready Painted Roof Tiles or newly painted Roof Tiles with Marley's M11 or M22 Paints, "Products" in this instance refers to the use of paint products 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.
- 7.2 As per the examples below, pro-rata deduction is understood as follows:



Year	Marley M11 Ready-Painted Roof Tiles  10-year guarantee	Marley M11 Ultra Roof & Wall Paint  10-year guarantee	Marley M22 Ultimo Multi-Surface Exterior Paint  15-year guarantee	Marley M22 Classic Roof Paint  22-year guarantee
Year 1	Full Replacement	Full Replacement	Full Replacement	Full Replacement
Year 2	90% Replacement	90% Replacement	93% Replacement	96% Replacement
Year 3	80% Replacement	80% Replacement	86% Replacement	91% Replacement
Year 4	70% Replacement	70% Replacement	79% Replacement	87% Replacement
Year 5	60% Replacement	60% Replacement	72% Replacement	82% Replacement
Year 6	50% Replacement	50% Replacement	66% Replacement	78% Replacement
Year 7	40% Replacement	40% Replacement	59% Replacement	73% Replacement
Year 8	30% Replacement	30% Replacement	52% Replacement	69% Replacement
Year 9	20% Replacement	20% Replacement	45% Replacement	64% Replacement
Year 10	10% Replacement	10% Replacement	38% Replacement	60% Replacement
Year 11	Not applicable	Not applicable	31% Replacement	55% Replacement
Year 12			24% Replacement	51% Replacement
Year 13			17% Replacement	46% Replacement
Year 14			10% Replacement	42% Replacement
Year 15			3% Replacement	37% Replacement
Year 16			Not applicable	33% Replacement
Year 17				28% Replacement
Year 18				24% Replacement
Year 19				19% Replacement
Year 20				15% Replacement
Year 21				10% Replacement
Year 22				6% Replacement

The 1st year is guaranteed 100% of the original purchase value.

The remaining years will be pro-rata deducted per annum by:

- 14.2% for products with a 7-year guarantee
- 10% for products with a 10-year guarantee
- 6.6% for products with a 15-year guarantee
- 4.5% for products with a 22-year guarantee

7.3 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.

## 8. CLAIMS AND REPAIRS

8.1 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.

8.2 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.

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

8.4 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.

8.5 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 7.

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 & 4:

Delamination - peeling of paint from the concrete tile surface

Blistering - formation of round 'bubbles' of paint film

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

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.

## 9. APPLICATION OF LAWS

9.1 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.

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

## 10. REQUIRED INFORMATION:

### 10.1 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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Street address of installed product:	
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City:	
Province:	
Postal code:	

### 10.2 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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### 10.3 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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10.4 Who installed (M11 and M22 Ready-Painted Roof Tiles) or who painted (M11 Ultra, M22 Ultimo and M22 Classic Paints)?

Contractor/Individual's name:  In case of Roofing/Painting Contractor – Company Name  e.g., Jan Botha on behalf of X Paint Works	
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Contact details of Individual or Roofing/Painting Contractor:  (Please include, contact number, email address, physical address of company or individual)	
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10.5 Additional documentation check list – please tick box to confirm that the required additional documentation has been included.

Till slip or invoiced attached?	Please remember to scan and attach your till slip or invoice as proof of product purchase. Failure to provide this documentation will result in the guarantee registration not being accepted. <div style="text-align: right;">Please tick box <input type="checkbox"/></div>
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Photos of installed roof?	Please remember to attach as many photos of the installed roof as possible.  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.
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Please tick box

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**11. 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 \_\_\_\_\_

Email [info@marley.co.za](mailto:info@marley.co.za)

Marley SA (Pty) Ltd trading as Marley Roofing, is a member of the Ubora Group, the industrial division of Kutana Group of Companies.

## CONTACT DETAILS:

Call: 010 600 0284

Email: [info@marley.co.za](mailto:info@marley.co.za)Web: [www.marleyroofing.co.za](http://www.marleyroofing.co.za) or scan QR code below:

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