

Confidex Sustain Guarantee Certificate

Confidex Sustain®

This Confidex Sustain® certificate provides a combined guarantee which covers the performance of the Colorcoat® pre-finished steel product, and makes the pre-finished steel building envelope CarbonNeutral®. Tata Steel UK Limited have measured the CO2 emitted by the pre-finished steel building envelope from manufacture through to installation, use and end of life and has invested in a climate friendly project overseas to offset this, ensuring CarbonNeutral® status is achieved.

Using life cycle assessment data for each part of the cladding system, Tata Steel UK Limited can accurately identify how much gas that contributes to global warming has been emitted at each stage of the process. This information provides the basis for calculating the correct amount of CO2 to offset the individual building envelope project.

Confidex® Guarantee

The term "Confidex® Guarantee" refers to a guarantee of the Product against paint delamination and, where applicable, a guarantee against excessive colour change. This certificate validates the Confidex® Guarantee in respect of the Building identified below. This certificate is evidence of the relationship between Tata Steel UK Limited and the Building Owner (which term means Tata Steel UK Limited's original customer or any notified transferee who is the registered freeholder of the Building). Please keep it in a safe place and make a note of the guarantee registration number. The paint delamination guarantee is based on and lasts for the Guarantee Period (as stated below), which is the length of time before a Building Owner needs to consider whether to repaint the Building's exterior. It is guaranteed that, for this period, on any single plane (i.e. one wall or one roof slope), not more than 5% or 100 square metres of the painted surface, whichever is the lesser area, will be affected by paint delamination. If the Product does not meet these criteria, Tata Steel UK Limited will restore the defective material according to the terms of this Confidex® Guarantee.

Guarantee number:	53525	CO₂ Offset:	121175.424
Building owner:	1&1 IONOS Limited	Registration date:	2021-07-15
Building address:	Unit 6 (IONOS), Curlews End, Worcester Six Business Park, Worcester, WR4 0AN	Completion date:	2021-06-25
Architect:	UMC Architects (NG24)	Guarantee start date:	2021-06-25
System manufacturer:	CA Group Ltd		
Main contractor:	Benniman Construction Ltd		
Cladding contractor:	UK Waterproofing Solutions Ltd		

Colorcoat® Assessed systems: CA 321000R Twintherm
CA 321000W Twintherm

Product	Application	Colours	Guarantee Period (years)	Local Environment
Colorcoat HPS200 Ultra® Zone 1	Roof	Alaska Grey	40	Inland
Colorcoat HPS200 Ultra® Zone 1	Roof	White	40	Inland
Colorcoat Prisma® Zone 1	Walls	Anthracite	40	Inland
Colorcoat Prisma® Zone 1	Walls	Sirius	40	Inland

The Confidex® Guarantee for the Product requires the Building Owner to perform certain tasks to maintain the benefit of the Confidex® Guarantee.

Obligations of the Building Owner

1. In general, no inspection or maintenance is required to maintain the validity of the Confidex® Guarantee, except when material is used in areas subject to build-up of dirt or debris, contact with sea spray or where Colorcoat HPS200 Ultra® or 3 layer Colorcoat Prisma® Solid, Metallic or Matt colours are used on a roof or wall that has a Photovoltaic (PV) installation. For those situations, please see Exclusions 4 and 13 and the Confidex® PV Addendum in addition to this certificate for details of the required inspection and maintenance conditions.
2. Colorcoat Prisma® manufactured in standard colours after 1st October 2017 is guaranteed against excessive colour change for the period and subject to the terms and conditions, limitations and exclusions set out in a Confidex® Guarantee Colour Addendum, which is issued on request where applicable.
3. To invoke this guarantee, the Building Owner or its agent must notify Tata Steel UK Limited in writing within 30 days of the identification of any defect (and in any event, no later than the expiry of the relevant Guarantee Period) indicating a failure of the Product to conform to the terms of the guarantee. The notification must be made using Tata Steel UK Limited's standard form document, must be sent to Tata Steel UK Limited and must include the registration number or a copy of the registration details. Tata Steel UK Limited must then be given a reasonable opportunity to inspect the alleged defect. Any notification received after 10% or 200 square metres of the painted surface (whichever is the lesser area) has been affected by paint delamination will be invalid.
4. In respect of any inspection or repair of the Product by Tata Steel UK Limited its agents or contractors, the Building Owner shall ensure that there is adequate and safe roof access.
5. The Building Owner must notify Tata Steel UK Limited of any change of building use in writing within 90 (ninety) days of such change.



The Confidex® Guarantee for the Product is subject to the following Limitations and Exclusions.

Limitations

1. This Confidex® Guarantee applies only to deterioration of the weatherside of the Product when used in standard cladding applications within Zones 1 and 2.
2. This Confidex® Guarantee includes the condition of the cut edges for the duration of the relevant Guarantee Period in accordance with this clause 2 (not applicable to material with a gauge of 1mm or more). Limited edge peel may arise from normal weathering at sheet overlaps and at eaves. However given the superior corrosion protection provided by the unique Galvalloy® substrate of Colorcoat HPS200 Ultra® and Colorcoat Prisma®, this phenomenon will not impair the functionality of the cladding. In the unlikely event that edge peel is premature and deemed to be excessive by Tata Steel UK Limited, Tata Steel UK Limited will undertake to investigate and carry out any remedial action to ensure that the cladding system will be fully serviceable at the end of the Guarantee Period. Cut edges are defined as those manufactured in factory-controlled conditions using conventional shearing procedures. Cut edges generated by alternative processes or on-site should be subject to best practice, including painting where necessary. Refer to Tata Steel UK Limited for guidance.
3. Only Buildings designed or constructed in accordance with the current guidelines on Tata Steel UK Limited website: www.colorcoat-online.com will be covered by the Confidex® Guarantee. In particular, but without limitation, all cut edges on flashings shall be welded. Flashings are only guaranteed when used in conjunction with Colorcoat HPS200 Ultra® or Colorcoat Prisma® cladding sheets or panels. Because the surface of flashings can emulate roofs, walls or both, their durability is determined by the function they perform. If a single flashing emulates both a roof and a wall, the entire flashing is assumed to have the durability of a roof. Both the design of flashings and their application to the building should follow Tata Steel UK Limited's recommendations.
4. The legal remedy of the Building Owner and the obligation of Tata Steel UK Limited (whether under this Confidex® Guarantee, tort or otherwise) is limited solely to the cost of labour and materials for restoring the defective plane during the Guarantee Period or, where relevant, the colour guarantee period. Tata Steel UK Limited shall be entitled, at its sole discretion, to determine the appropriate measures to be taken in order to provide suitable restoration in the event of failure.
5. Under no circumstances shall Tata Steel UK Limited (or any of its associated companies) be liable for any loss, damage or expense whatsoever incurred or suffered by the Building Owner (including, but without limitation, loss of profit, revenue or goodwill) howsoever such loss, damage, or expense may have been caused (including, but without limitation, any breach of contract, negligence or breach of any duty of Tata Steel UK Limited whatsoever) other than as set out under paragraph 4 above.
6. For Buildings situated at altitudes greater than 900m a 20% reduction in duration of the Guarantee Period applies.

Exclusions

This Confidex® Guarantee does not apply to failure or damage caused by or due to:

1. Fire, lightning, flood, explosion, abnormal winds, earthquake, acts of war, riots, civil commotion, radiation, falling objects, vandalism, ground movement or failure of foundations or other extraneous causes;
2. Misuse, wilful act, negligence or incorrect or unsuitable specification or use of the Product;
3. Any damage whatsoever caused to the Product during or following fabrication, storage, transport or erection;
4. Accumulations of dirt or debris or failure or damage in areas not exposed to washing by rainfall, unless such areas are washed at a frequency commensurate with both the application and external environment of the Product and the local environment of the Building (and the Building Owner's records clearly demonstrate that fact);
5. Ponding on roofs and inadequately sealed overlaps allowing retention of water and other contaminants;
6. Emissions of harmful gases, fumes or chemicals from either natural or man-made sources at or within 400m of the original erection site;
7. Exposure to continuous temperatures howsoever caused greater than: 60°C in the case of Colorcoat HPS200 Ultra®; or 90°C in the case of Colorcoat Prisma®;
8. Any screw, rivet, fastener or other attachment or thing fixed (or attempted to be fixed) to any part of the Product during or after erection, except for PV on a Colorcoat HPS200 Ultra® or Colorcoat Prisma® roof or wall which is fitted and maintained in accordance with the terms and conditions of the Confidex® PV Addendum;
9. Deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials;
10. Any alteration, extension or modification to or re-erection of the Product after erection, except for the installation of a PV array on a Colorcoat HPS200 Ultra® or Colorcoat Prisma® roof or wall which is fitted and maintained in accordance with the terms and conditions of the Confidex® PV Addendum;
11. The performance of any touch-up paint or overpaint used on the panels before, during or after erection;
12. Corrosion or other effects arising from elements within the Building, corrosion arising from entrapment of pollutants including (without limitation) within overlaps or from abnormal atmospheric pollution or contact with aggressive gases, fumes or chemicals;
13. Direct contact with sea spray (when in a Coastal environment), unless regular washing is undertaken to stop the build-up of salt on the Product and the Building Owner's records clearly demonstrate that fact;
14. Roofs with pitches lower than 1° (one degree);
15. Soffits; or
16. The use of Products manufactured more than 18 (eighteen) months before the Completion Date of the Building.

General

- The Confidex® Guarantee sets out the entire agreement and understanding between the parties in respect of the subject matter of the Confidex® Guarantee and will be entered into on the understanding that:
- (a) neither party has entered into the Confidex® Guarantee in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out or referred to in the Confidex® Guarantee. Any condition, warranty, statement or undertaking as to the quality of the Product or its fitness or suitability for any purpose however or whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded, except to the extent such exclusion is prevented by law;
 - (b) without prejudice to (a) above, no statement or undertaking contained in any national Standard, National edition of a European Standard, ISO Standard, or other standard or technical specification as to the suitability of the Product for any purpose shall give rise to any legal liability of Tata Steel UK Limited, except to the extent such exclusion is prevented by law. The Building Owner shall satisfy itself that the Product is suitable for any product or application for which it is to be used before the Product is incorporated into such product or application;
 - (c) nothing in this Confidex® Guarantee shall exclude or restrict the liability of Tata Steel UK Limited for death or personal injury caused by Tata Steel UK Limited's negligence or as otherwise prohibited by law;
 - (d) neither party shall have any remedy in respect of misrepresentation or untrue statement made by or on behalf of the other party which is not contained in the Confidex® Guarantee nor for any breach of warranty which is not contained in the Guarantee;
 - (e) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation;
 - (f) the Confidex® Guarantee will only become valid and binding when registered with and issued by Tata Steel UK Limited; and
 - (g) the Confidex® Guarantee is subject to the most recent limitations and exclusions, available on the Tata Steel UK Limited website at www.colorcoat-online.com.

This Confidex® Guarantee shall be subject to and construed in accordance with English law; Tata Steel UK Limited and the Building Owner submit to the exclusive jurisdiction of the English courts. Enquiries about this Confidex® Guarantee should be addressed to the Colorcoat Connection® helpline. Tata Steel UK Limited is registered in England under 2280000 with registered office at 18 Grosvenor Place, London, SW1X 7HS, England.

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CarbonNeutral® is a registered trademark of Natural Capital Partners.

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Confidex Sustain® Guarantee Transfer Notification Form

The Confidex® Guarantee may be enforced by the Building Owner from time to time subject to Tata Steel UK Limited being satisfied that the Building Owner is the original customer or the registered freeholder of the Building. Tata Steel UK Limited owes no duty to any person other than the Building Owner under this Confidex® Guarantee but may respond to requests for its enforcement from registered leaseholders of the Building, in its sole discretion. To notify Tata Steel UK Limited of a change in the registered freeholder of the building please complete all of the sections below. Until notified to the contrary, Tata Steel UK Limited shall be entitled to rely on its records to identify the Building Owner. Please note that the notification of transfer cannot be processed without all of the necessary information.

Original registration number:	Name of new Building Owner (registered freeholder):

Date ownership changed:	Address of new owner (if different from address of building)

Contact details To help us effect the transfer quickly and accurately, please enter the name, company name, telephone number and email of the person who filled out this form.

Name:	Company Name:

Telephone:	Email:

Send transfer notification form to:	Alternatively for further enquiries:
Colorcoat Connection® helpline, Tata Steel UK Limited General Office, Shotton Works, Deeside, Flintshire, CH5 2NH	T: +44 (0) 1244 892434 Email: colorcoat.connection@tatasteleurope.com W: www.colorcoat-online.com

Confidex® Photovoltaic (PV) Addendum used with PV frame modules

This document is an addendum to and must be read in conjunction with the Confidex® Guarantee by Tata Steel

Confidex® Guarantee No. 53525

PV Addendum Issued 2021-06-25

This addendum forms part of the Confidex® Guarantee and provides the additional terms on which the Confidex® Guarantee covers Colorcoat HPS200 Ultra® and 3 layer Colorcoat Prisma® Solid, Metallic and Matt colours launched on 1st October 2017 used on a roof or wall that has a PV installation. Owing to the potentially more aggressive environment created beneath / behind / adjacent to the PV array, additional terms and conditions are required to mitigate the increased risks of corrosion and degradation of the Colorcoat HPS200 Ultra® and Colorcoat Prisma® due to reduced natural wash down.

The inclusion of PV installations on a roof or wall is likely to result in unequal colour fade between those areas of the roof exposed to sunlight and natural weathering and those areas of the roof or wall which are shaded by the PV array. Such differential fading is normal and to be expected.

If a replacement Confidex® Guarantee incorporating this addendum is issued in respect of a retro-fit PV installation on a Colorcoat HPS200 Ultra® or Colorcoat Prisma® roof or wall then the replacement guarantee will be valid for the unexpired period of the original guarantee.

Terms and Conditions

1. The Guarantee applies to Colorcoat HPS200 Ultra® and Colorcoat Prisma® Solid, Metallic and Matt colours when used on a roof or wall on to which PV panels are mounted on a suitable framework supported above and fixed indirectly to the cladding sheets / panels. The guarantee does not apply to Colorcoat HPS200 Ultra® or Colorcoat Prisma® onto which a PV system is directly bonded. The Guarantee does not apply to roofs or walls to which PV is installed if the external cladding sheets/panels are not using Colorcoat HPS200 Ultra® or Colorcoat Prisma®.
2. The PV array must be installed such that effective cleaning and maintenance can be undertaken, including any future repair or maintenance which might be required under the Guarantee. Safe access and roof safety systems must be considered and the building Health and Safety file must include details of the design considerations and risk control measures to allow inspection, cleaning and construction work on the building at any time. Specifically, the design of the array should give adequate regard to the need to clean underneath the PV units to remove any build-up of general contamination and debris, which would invalidate the guarantee.
3. In the unlikely event of a claim arising due to failure of any areas of cladding beneath or adjacent to the PV array, it will be solely the responsibility of the building owner to provide safe and adequate access to allow Tata Steel to investigate and instigate remedial measures as deemed necessary by Tata Steel. In any case, Tata Steel will not be responsible for removing / replacing PV panels, their mounting brackets / framework or cabling to facilitate repair or replacement of cladding sheets or panels.
4. Areas of cladding affected by the PV array should not be considered "maintenance free to maintain the validity of the Confidex® Guarantee" because they are more likely to accumulate debris and dirt and are less exposed to rainfall. Accordingly, roofing or walls covered by PV arrays must be regularly cleaned and accurate records of cleaning must be retained for future reference. The frequency of maintenance / cleaning operations should be commensurate with local environmental conditions. Particularly harsh environments including (but not limited to) heavy industrial exposure, locations subject to salt deposition and areas affected by leaf litter will inevitably require more rigorous and frequent attention to ensure the ongoing validity of the guarantee. Cleaning and maintenance should be carried out in accordance with Tata Steel's Inspection and Maintenance brochure which forms an integral part of this guarantee. The guide can be downloaded from www.colorcoat-online.com
5. The Guarantee does not apply to failure or damage caused by or due to any alteration to the Colorcoat HPS200 Ultra® or Colorcoat Prisma® product caused by the PV array installation including (but not limited to) perforations for mounting brackets, additional fasteners, cabling penetrations and associated sealants.

Technical enquiries

Colorcoat Connection® helpline

T: +44 (0)1244 892434

E: colorcoat.connection@tatasteel.com

W: www.colorcoat-online.com

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