

GUARANTEE TERMS & CONDITIONS

DEFINITIONS

In these guarantee terms and conditions ('Conditions'):

- 1.1 "Us", "We", "Our" means Postsaver Europe Limited (Company Number 06642555) whose registered address is at Unit 11, The Hawthorns, Staunton, Gloucestershire GL19 3NY
- 1.2 "Customer" means the person whether a corporate entity or otherwise who has purchased the Postsaver Sleeves from Us and applied the Postsaver sleeves to Posts.
- 1.3 "End User" means the person whether a corporate entity or otherwise who has acquired the post to which the Customer has duly applied the Postsaver Sleeves pursuant to our installation instructions.
- 1.4 "Damage" means the fungal decay of that part of the wooden post protected by the Postsaver sleeve caused by ingress of wood decaying fungi from the soil solely as a result of breakdown of the in-ground section of the Postsaver outer thermoplastic sleeve so that the post is no longer fit for purpose in normal use.
- 1.5 "Damaged post" means a post which is alleged to have suffered damage
- 1.6 "No longer fit for purpose in normal use" means a post that has broken in normal use
- 1.7 "Fungal Decay" means wood destroying fungi that feed on and degenerate the wood cell walls.
- 1.8 "Guarantee" means the guarantee defined in clause 2.1 of these Conditions.
- 1.9 "Posts" means new post being sold by the Customer to the End User of an appropriate type and quality and being fully and duly preservative treated to meet, as a minimum, the requirements of BS8417:2012+A1:2014 for use class 4, desired service life 15 years.
- 1.10 "Postsaver Sleeve" means our product known as Postsaver Sleeve a composite thermoplastic sleeve which is heat applied to the ground line section of a wooden post.
- 1.11 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 1.12 In these Conditions, headings will not affect the construction of these Conditions.

2. GUARANTEE

- 2.1 We agree that for a period of 20 years we will provide the Customer with a replacement post or reimburse the customer for the market cost of a replacement post in the event the Post suffers damage. For the avoidance of doubt, the guarantee is exclusively provided to the Customer and not to the End User and this guarantee to the Customer is not transferable and/or assignable.
- 2.2 The Guarantee shall commence from the date of the relevant Customer's sales invoice to such End User.

3. MAKING CLAIM

- 3.1 In order for a claim to be valid, such a claim must be made by the Customer in writing. Such claims shall be made to:
Postsaver Europe Ltd, Unit 11, The Hawthorns, Staunton, Gloucestershire , GL19 3NY
The Customer must provide us with all such information and evidence necessary to establish beyond reasonable doubt that the Posts on which the Postsaver Sleeve has been duly applied upon has been Damaged. This shall include photos and documentary evidence of the condition of the ground, the type of soil on which the Post has installed upon; and the Damaged Posts on which the Postsaver Sleeve has been applied upon including the post and sleeve installation.
- 3.2 The Customer shall ensure that the post in question is available for inspection and in this regard, We reserve the right to require the Customer to deliver the post in question (without cost to Us) to Us for Our inspection.
- 3.3 The Customer shall provide information as required and procure from the end user rights for us to inspect the site and premises where the Damaged Post in question was installed, failure to do so will invalidate the Guarantee.

- 3.4 We reserve the right to remove samples of wood, soil or other material for testing as may be appropriate.
- 3.5 We will give the Customer notification as to whether the Customer's claim is accepted within a reasonable period and in most cases within 90 days from the date, we receive the Customer's claim. Please note that in some circumstances we may have to carry out further investigations which may delay our final response.
- 3.6 If the Customer's claim is accepted, we will at our discretion supply either a free issue replacement Post or reimburse the customer for the market cost of a replacement post. For the avoidance of doubt, we will not be liable for any cost other than the Replacement post e.g., we will not be liable for costs of removal of the Posts and the installation of any replacements.

4. EXCLUSIONS

- 4.1.1 The Guarantee shall be void if:
 - 4.1.2 The Postsaver Sleeve has been damaged or punctured in anyway tampered with or in any way altered, adapted and/or modified other than by Us;
 - 4.1.3 The Postsaver Sleeve has been applied to posts which does not meet the requirements as outlined in 1.9 above;
 - 4.1.4 The Postsaver Sleeve has not been installed or applied onto Post pursuant to our installation instructions; including the formation of a uniform seal to the post surface within that part of the post protected by the sleeve
 - 4.1.5 The Postsaver Sleeve has been subject to misuse, negligence acts or abuse;
 - 4.1.6 The Postsaver Sleeve has been stored, handled, maintained or used in a manner contrary to our instructions or not originally intended;
 - 4.1.7 The section of the Damaged Post above ground level has been persistently immersed in water, or has had ground contact or come into permanent ground contact or has been enclosed in anyway;
 - 4.1.8 The Fungal decay was present in the post prior to application of the Postsaver sleeve or has originated from or entered any part of the Post other than as a direct result of the Postsaver outer thermoplastic sleeve having failed in its function as a physical barrier to fungal decay entering the post from the soil;
 - 4.1.9 The Postsaver Sleeve has been exposed to materials, chemicals, gasses or petroleum products which may cause premature degradation of the boot/sleeve or bituminous liner;
 - 4.1.10 The Posts have been used for a purpose for which they were not designed;
 - 4.1.11 The Guarantee does not cover any forms of mechanical damage e.g. wind damage, application of excessive load or tree falling on the Post.

5. LIABILITY

- 5.1 Nothing in these Conditions exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- 5.2 Except for clause 5.1, We shall not be liable to the Customer for any loss of income, loss of business profits or contracts, intellectual property infringement in respect of the Postsaver Sleeve, loss of anticipated savings, loss of opportunity, goodwill or reputation and any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 5.3 Subject to clauses 5.1 and 5.2, Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Conditions shall be limited to:
 - 5.3.1 in respect of matters for which We do not carry insurance, the post replacement cost; and
 - 5.3.2 in respect of matters for which We carry insurance, the insured value.
- 5.3.3 The exclusions and limitations of liability set out in this clause 5 shall be considered severally. The invalidity or unenforceability of any one of these sub-clauses shall not affect the validity or enforceability of any other part of this clause 5.