



## Extending Utility Pole Life

### GUARANTEE TERMS & CONDITIONS

#### INTRODUCTION

This guarantee relates to Polesaver ground line barrier sleeves used to protect preservative treated wooden utility poles from attack by soil borne fungal decaying organisms. Extended pole life can only be achieved if the sleeve is correctly applied to a suitably preservative treated pole that is free from decay or contamination with fungal spores prior to application of the sleeve, contamination can cause decay within the sleeved zone (rare). The pole then being installed as per our instructions without damaging the sleeve. The terms of the guarantee are set out below.

#### DEFINITIONS

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

- 1.1 "Us", "We", "Our" means Polesaver Europe Limited (Company Number 06642555) whose registered address is at Unit 11, The Hawthorns, Staunton, Gloucestershire GL19 3NY
- 1.2 "Customer" to the sleeves means the person whether a corporate entity or otherwise who has purchased the Polesaver Sleeves from Us and applied the Polesaver sleeves to Poles.
- 1.3 "End User" means the person whether a corporate entity or otherwise who has acquired the Poles to which the Customer has duly applied the Polesaver Sleeves upon pursuant to our installation instructions.
- 1.4 "Damage" means the fungal decay of that part of the wooden pole protected by the Polesaver sleeve caused by ingress of wood decaying fungi from the soil solely as a result of breakdown of the in ground section of the Polesaver outer thermoplastic sleeve so that the pole is no longer fit for purpose in normal use.
- 1.5 "Damaged pole" means a pole which is alleged to have suffered damage
- 1.6 "No longer fit for purpose in normal use" means a pole 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 "Poles" means new pole being sold by the Customer to the End Users of an appropriate type and quality and being fully and duly preservative treated prior to application of the Polesaver Sleeve with an appropriate preservative formulation in accordance with the requirements of BS8417:2011, BS EN351-2: 2007 for use class 4 (UC4, in ground contact use (with appropriate preservative treatment standard and method for the type of timber in question).
- 1.10 "Polesaver Sleeve" means our product known as Polesaver Sleeve a composite thermoplastic sleeve which is heat applied to the ground line section of a wooden pole.
- 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 50 years we will compensate the customer with a replacement Polesaver sleeve in the event the Pole 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:  
Polesaver 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 Poles on which the Polesaver 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 Pole has installed upon; and the Damaged Poles on which the Polesaver Sleeve has been applied upon including the pole and sleeve installation.

- 3.2 The Customer shall ensure that the Damaged Pole(s) in question is available for inspection and in this regard, We reserve the right to require the Customer to deliver the pole in question (without cost to Us) to Us for Our inspection.
- 3.3 The Customer shall procure from the end user such rights for us to inspect the site and premises where the Damaged Pole in question was installed and 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 free issue replacement Polesaver sleeves.
- 3.7 For the avoidance of doubt, we will not be liable for any cost other than the Replacement sleeve e.g. we will not be liable for costs of removal of the Poles, cost of a replacement pole and the installation of any replacements.

#### **4. EXCLUSIONS**

- 4.1 The Guarantee shall be void if:
  - 4.1.2 The Polesaver 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 Polesaver Sleeve has been applied to any poles which have not been preservative treated to the requirements as outlined in 1.8 above;
  - 4.1.4 The Polesaver Sleeve has not been installed or applied onto Pole pursuant to our installation instructions; including the formation of a uniform seal to the pole surface within that part of the pole protected by the sleeve
  - 4.1.5 The Polesaver Sleeve has been subject to misuse, negligence acts or abuse;
  - 4.1.6 The Polesaver 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 Pole 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 pole prior to application of the Polesaver sleeve or has originated from or entered any part of the Pole other than as a direct result of result of the Polesaver outer thermoplastic sleeve having failed in its function as a physical barrier to fungal decay entering the pole from the soil;
  - 4.1.9 The Polesaver 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 Poles 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. a wind damage, application of excessive load or tree falling on the Pole.

#### **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 Polesaver 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 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. Issued February 2019