



Prevents Ground Rot

GUARANTEE TERMS & CONDITIONS issued October 2018

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 or the contractor who has installed the Postsaver protected post.
- 1.3 "End User" means the person whether a corporate entity or otherwise who has acquired the Posts on which the Customer has duly applied the Postsaver Sleeves upon pursuant to Our installation instructions.
- 1.4 "Damage" or "Damaged" means damage or destruction of such sections of such Posts on which the Postsaver Sleeves have been duly applied and installed in accordance with our installation instructions whereby such Posts are "No Longer Fit For Purpose" due solely to "Fungal Decay". Said "Fungal Decay" having occurred as a result of soil borne wood destroying fungi having entered that part of the post protected by the Postsaver sleeve, such entry being exclusively as a result of the Postsaver outer sleeve having failed in its function as a physical barrier to said soil borne wood destroying fungi entering the post from the soil.
- 1.5 "No longer Fit For Purpose" means having physically broken in normal use.
- 1.6 "Fungal Decay" means wood destroying fungi that feed on and degenerate the wood cell walls.
- 1.7 "Guarantee" means the guarantee defined in clause 2.1 of these Conditions.
- 1.8 "Posts" means fence post 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 Postsaver Sleeve with an appropriate preservative formulation in accordance with the requirements of BS8417:2011, BS EN351-2: 2007 for use class 4 (UC4) 15 years desired service life, in ground contact use (with appropriate preservative treatment standard and method for the type of timber in question).
- 1.9 "Postsaver Sleeve" means Our product known as Postsaver Sleeve.
- 1.10 "Replacement Cost" means a sum of monies which equals the cost of the Damaged Post(s) and Postsaver Sleeve(s) (calculated at the Customer's cost price).
- 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 to provide the Customer with a 20 year guarantee ('Guarantee') whereby we will compensate the Customer with the Replacement Cost in the event the Post is Damaged during the Guarantee period to the extent that it is No Longer Fit For Purpose. 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 that the Posts on which the Postsaver Sleeve has been duly applied upon has been Damaged. In this regard, the Customer shall provide such photos and documentary evidence including 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.

- 3.2 The Customer shall ensure that the Damaged Post(s) in question is available for inspection and in this regard, We reserve the right to require the Customer to deliver the Damaged Post(s) in question (without cost to Us) to Us for Our inspection.
- 3.3 The Customer shall procure such rights for us from the End User in order for Us to inspect the site and premises where the Damaged Post 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 successful, We will at Our discretion pay to the Customer the Replacement Cost by making a direct payment to the Customer's bank account; by supplying a replacement Post(s) of the same or equivalent quality with Postsaver Sleeves duly installed upon; by crediting the Customer against future supply of Postsaver Sleeves; or by supplying free issue sleeves of equivalent value to that of the Replacement Cost as appropriate to the customers needs. For the avoidance of doubt, we will not be liable for any other cost other than the Replacement Cost e.g. costs of removal of the Posts and the installation of any replacements.

4. EXCLUSIONS

- 4.1 The Guarantee shall be void if:
 - 4.1.1 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;
 - 4.1.2 The Postsaver Sleeve has been applied to any posts which has not been preservative treated to the requirements as outlined in 1.8 above;
 - 4.1.3 The Postsaver Sleeve has not been installed or applied onto Post pursuant to Our installation instructions;
 - 4.1.4 The Postsaver Sleeve has been subject to misuse, negligence acts or abuse; and/or
 - 4.1.5 The Postsaver Sleeve has been stored, handled, maintained or used in a manner contrary to our instructions or not originally intended.
- 4.2 The Guarantee does not cover any forms of mechanical damage e.g. a wind damage, application of excessive load or tree falling on the Post.
- 4.3 The Guarantee will be void if:
 - 4.3.1 The section of the Damaged Post above the top of the Postsaver Sleeve has been persistently immersed in water, or has had ground contact or come into permanent ground contact or has been enclosed in anyway;
 - 4.3.2 The Damage has originated from any part of the Post that is not directly protected by the Postsaver Sleeve;
 - 4.3.3 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 (which was not caused by Us);
 - 4.3.4 The Damage has originated from checks cracks splits or holes in the post; and/or
 - 4.3.5 The Posts have been used for a purpose for which they were not designed.

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 Replacement Cost; and
 - 5.3.2 in respect of matters for which We carry insurance, the insured value.
- 5.4 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.