

# Addagrip Terraco Terrabase Rustic / Classic Product Guarantee

## CONDITIONS OF THE GUARANTEE

The design technology of the Products, as defined below, is such that, when installed in accordance with the prescribed quality standards, the Products will provide a hard-wearing durable surface for either pedestrian or trafficked applications.

**10 Year Product Guarantee applies to Domestic Driveways/Heavy Pedestrian use areas, Footpaths and Patios - when laid to minimum depth of 35mm**

**5 Year Product Guarantee applies to Car Parks or areas subject to heavy traffic (with NO HGV usage)**

**This guarantee (the “Guarantee”) will apply to the Addagrip Terraco Terrabase Resin Bound product range of Rustic and Classic (the “Products”) strictly subject to the following conditions.**

## THE GUARANTEE

1.1 Addagrip Terraco Limited (“The Company”) hereby warrants to provide sufficient replacement Products (the “Replacement Products”) only, without charge, on an ex works basis so as to rectify such area affected by a “Product Failure”.

1.2 The Guarantee applies strictly to those Products which have been both applied correctly and where the full Addagrip Terraco system is used and consisting of Terrabase Geofabric, Terrabase Addagrip along with a surface course of Terrabase Rustic or Terrabase classic Resin Bound.

## PRODUCT FAILURE

2.1 A Product Failure shall have been deemed to have occurred in the event that, subject to the terms of this Guarantee, there has been an incident of

- i) Cracking in the Product; or
- ii) Loose aggregate in the Products; or
- iii) Frost damage to the Products

## THE TERMS

3.1 The Guarantee only applies to the Products and the Products will, subject to the terms of the Guarantee, be guaranteed **for Five years/ Ten years** (delete as required) from the date of the installation “Installation Date” (the Guarantee Period”) in accordance with the terms of the Guarantee.

3.2 The Guarantee shall only apply if the installation of the Products has been carried out on a suitable sub-base, as approved by the Company and detailed within the Company's specification.

3.3 Such installation of the Products must be made with both due care and attention and in strict accordance with the Company's specification; and, if applicable, in accordance with the contract specification as provided by the Company.

3.4 The Products must have been stored, applied and otherwise used in accordance with both the Company's Method Statement and the applications written instructions at the time of application.

3.5 The Guarantee shall only apply if the sub-base surface is of sufficient strength for the intended use of the Products and evidence should be provided to the company on request.

3.6 Whilst care is taken in order to provide the Products in the colours chosen by the end user, some variations in colour may occur as natural aggregates are subject to colour shade changes and may contain minor concentrations of iron minerals which, upon weathering may result in areas of either rust or spot staining. The Guarantee does not apply to matters of a discrepancy in the colour shades of the Products.

3.7 The Guarantee will only apply if the Products have been used in accordance with the Company's "Operation and Maintenance" manual.

3.8 The Guarantee will only apply if payment in respect of the Products made been paid both in full, in cleared funds and within agreed payment terms.

3.9 The Replacement Products supplied further to the Guarantee shall not exceed either the quality of or price paid for the Products originally supplied.

3.10 The Company shall not be liable for any loss incurred by any third party or any consequential loss.

## **MAKING A CLAIM**

4.1 Any claim that occurs during the Guarantee Period (the "Claim") must be brought to the attention of the Company by way of written notice sent by registered post (not email) prior to the expiration of the Guarantee Period and within 7 working days of any defect(s) being identified.

4.2 The Claim must be accompanied by the original invoice for the "Products" and confirmation of Project Completion".

4.3 In the event that the terms 4.1 **and** 4.2 are not complied with then the Claim under the Guarantee will be automatically rejected.

4.4 The Company reserves the right to be afforded both full and prompt access to an affected area which relates to the Claim.

## **EXCLUSIONS**

5.1 Without prejudice to the remainder of the Guarantee, the Guarantee does not apply if 'Product Failure' occurs as a result of:

- i) Forceful impact; or

- ii) Unprotected vehicle stabilisers; or
- iii) Vehicles continually dry steering in one location; or
- iv) Loading equipment such as a Moffett / Forklift have driven on the surface; or
- v) If there is either deformation or failure of the subbase, this includes but is not limited to sinkage, reflective cracking, tree roots, frost heave and stress cracking; or
- vi) Repairs or any other works carried out to the property where the Products have been applied either on or below the surface or surrounding areas where the Products have been installed; or
- vii) Staining caused by water, chemicals, fuels or other materials; or
- viii) Trafficking by any tracked vehicles such as but not limited to snow ploughs; or
- ix) Natural weathering; or
- x) Natural wear and tear; or
- xi) Movement or vibrations caused by the use of any heavy equipment or machinery; or
- xii) A natural disaster including, but not limited to, fire, floods, lightning, hurricane, or other acts of God; or
- xiii) Any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, third parties, agents including plant or animal life, civil disobedience, or act of war; or

5.2 Our Guarantee does not either extend to or apply to:

- i) Any variations in the permeability of the surface of the Products due to either the ingress of fines or any other material; or
- ii) Shadowing which is caused by either low level lighting or other forms of lighting; or
- iii) Any Product Failure caused by the incorporation or inclusion to the Products of any products which is not one of the Company's products.
- iv) the quality of workmanship in relation to the application of the Products; or
- v) Products used after the Product's expiry date

### **CONFLICT OF TERMS**

6.1 For the avoidance of doubt; the Products are supplied subject to the company's Terms and Conditions of Sale.

6.2 Where conflicts arise between items in our Guarantee and our Terms and Conditions of Sale our Terms and Conditions of Sale will take precedent.

### **LIABILITY AND LIMITATION OF LIABILITY**

#### **THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

7.1 The cumulative liability to the Company throughout the duration of the Guarantee is strictly as follows:

- i) The cumulative liability to the Company shall not, under any circumstances, exceed the original cost of the Products purchased and does not extend to further installation costs; and
- ii) The cumulative liability to the Company shall not, under any circumstances, exceed the quantity of the Products purchased by the Client.

7.2 Nothing in the Guarantee shall limit or exclude the liability of either party for death or personal injury resulting from negligence; or fraud or fraudulent misrepresentation; or breach of the terms implied by section 12 of the Sale of Goods Act 1979 or breach of section 2 of the Consumer Protection Act 1987.

7.3 Without prejudice to clause 7.2, the Company shall not under any circumstances whatever be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit; loss of goodwill; loss of business; loss of business opportunity; loss of anticipated saving or special, indirect or consequential damage.

7.4 Without prejudice to Clause 7.2 or Clause 7.3, the Company's total liability arising under or in connection with the Guarantee, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the price paid for the products.

7.5 The Guarantee is, subject to both the limits outlined at both clause 7.1 and the terms found in the remainder of the Guarantee.

7.6 The total liability of the Company under the Guarantee in respect of the Product will be reduced as follows:

**5 Year Guarantee:** 20% in value per annum based on the original value of Addagrip materials supplied

**10 Year Guarantee:** 10% in value per annum based on the original value of Addagrip materials supplied

### **STATUTORY RIGHTS**

8. Any statutory rights applicable to the end user will not be affected by this Guarantee.

### **DISCLAIMER**

9. Except for the Guarantee set out above, the Company makes neither any warranty nor guarantee whatsoever with respect to the products, including any warranty/guarantee as to merchantability; guarantee/warranty of fitness for a particular purpose or guarantee/warranty against infringement of intellectual property rights of a third party whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

### **JURISDICTION**

10. Each party to the Guarantee irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Guarantee or its subject matter or formation.