



## **SureSet UK Ltd Product Only Guarantee Terms and Conditions – Legacy Installers**

The SureSet surfacing guarantee, herein referred to as “The Guarantee”, assures the durability and performance of SureSet products under the following conditions:

### **1. Scope of Guarantee:**

1.1 SureSet UK Ltd (“The Company”) warrants to provide Replacement Products, without charge, on an ex-works basis to rectify areas affected by a “Product Failure” as defined below.

1.2 The Guarantee is applicable only to Products installed correctly according to SureSet’s Installation Method Statement and we have received a fully completed and returned Daily Site Work Record (Which needs to be returned to the Company within 3 days of project completion)

### **2. Product Failure:**

2.1 A Product Failure occurs if there is:

- i) Cracking in the Product itself, which is not a result of reflective cracking originating in the base.; or
- ii) Loose stone or stone loss affecting more than 10% of the total surface; or
- iii) Frost damage to the Product

### **3. Terms of Guarantee:**

3.1 The Guarantee applies for either Twenty-One or Thirty Years from the date of the last day SureSet materials were installed (“Guarantee Period”).

3.2 The installation must adhere to the Company’s specifications and Installation Method Statement.

3.3 The Guarantee is only applicable when both SureSet ProResin and Aggregate are supplied by The Company and is installed according to one of The Company’s blend designs.

3.4 The proper storage, application, and usage of the Products as per the Company’s instructions.

3.5 The Guarantee is contingent upon the Products being installed onto a base suitable for the usage and the Products have been maintained in accordance with our recommended maintenance instructions, at the time of installation.

3.6 Minor variations in colour due to natural aggregates or weathering are not covered by the Guarantee. 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 is void if payment for the Products is not made in full or within the agreed payment terms.

3.8 Any replacement products supplied in accordance with the product guarantee shall not exceed the quality of, or the price originally paid for the products.

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

#### **4. Making a Claim:**

4.1 A claim must be registered as soon as possible after identifying the defect and prior to expiration of the date of the Guarantee.

4.2 The claim must include the original Guarantee Certificate number.

4.3 If a claim is not made following the claim procedure in 4.1 or 4.2 then it may not be accepted.

4.4 The Company reserves the right to be allowed access to the affected area for an assessment to take place.

#### **5. Exclusions:**

5.1 Without prejudice to the remainder of the Guarantee, the Guarantee does not apply to any Product failure resulting from the following specified exclusions:

- If there is either deformation or failure of the sub-base, this includes but is not limited to sinkage, reflective cracking, tree roots, frost heave and stress cracking; or
- Forceful impact; or
- Excessive point loads e.g. caravan/trailer jacks', skips and skip delivery vehicle stabilisers; or
- Vehicles frequently manoeuvring at slow speed or when stationary in the same location; or
- 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
- Staining caused by water, chemicals, fuels, or other materials; or
- Trafficking by any tracked vehicles such as but not limited to snow ploughs; or
- Natural weathering; or
- Rust Spotting/Iron Staining; or
- Normal wear and tear; or
- Movement or vibrations caused using any heavy equipment or machinery; or
- A natural disaster including, but not limited to, fire, floods, lightning, hurricane, or other acts of God; or
- 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



- Shadow casts across the surface caused under low level lighting, or
- Permeability variations caused due to base, maintenance, or external factors.

## **6. 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 In the case of conflicts, the Company's Terms and Conditions of Sale supersede the Guarantee.

## **7. Liability and Limitation of Liability:**

7.1 The Company's cumulative liability is limited to the original cost of the Products purchased and does not extend to further installation costs or any indirect or consequential damages.

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 in 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:

- 21 Year Guarantee: 4.76% in value per fully completed annum based on the original value of SureSet materials supplied.
- 30 Year Guarantee (residential pathways): 3.33% in value per fully completed annum based on the original value of SureSet materials supplied

## **8. Statutory Rights**

8.1 Statutory rights of the end-user remain unaffected.



**9. Disclaimer:**

9.1 Except for the Guarantee provided, the Company makes no other warranties or guarantees regarding the Products.

This Guarantee is subject to the laws applicable in the jurisdiction where the Products are installed.